APPLICATION FOR STARTUP COMMUNITY SCHOOL

(pursuant to R.C. 3314.029)

Submitted by:

Signal Tree Academy Northeast, Inc.

September 29, 2011

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Application for Preliminary Agreement

I. APPLICANT EXECUTIVE SUMMARY

A: Vision, Mission and Purpose: What are the mission, vision, and goals of the school? Describe the purpose for the school and the value that the school will bring to the community.

The *Life Skills Center Educational Program* is based upon the premise that at-risk students have different needs, learn at different rates and have diverse learning styles which are not currently being addressed by traditional public schools and which cause many of these students to drop out of school.

The mission of *Life Skills Center* is to educate, train and inspire students in a learning environment that models the values of integrity, teamwork, perseverance and personal responsibility, and where respect is the foundation of productive relationships, such that each graduate possesses the knowledge and character to meet the challenges of learning, working and living in the 21st Century. This mission will be served by providing the Center's students with an ***individualized and self-paced program*** set in a flexible scheduling environment that is responsive to its students' needs, and by providing an educational experience that leads to a high school diploma (not a GED) and post-secondary success.

The School will provide a comprehensive, positive educational experience that will impart to each student the knowledge, desire, and confidence needed to succeed in reaching his/her goals. The School will strive to motivate, teach, and guide each student through his/her educational growth and development. This will be accomplished by emphasizing the development of both cognitive and social skills. *Life Skills Center* offers a safe, secure, clean environment, and researched field-tested educational programs which have proven very successful in educating at-risk students.

Below are the core beliefs that in combination form the vision that provides the basis for the philosophical foundation of the School's program. We believe:

- Everyone deserves a second chance at receiving a first-class education and being successful in life;
- Everyone deserves a chance to become all he/she can be;
- No one educational organization or philosophy is right for everyone;
- Everyone learns at different rates and students should have educational choices that provide for each student's individual needs and learning pace;
- Flexible scheduling of school hours is a great advantage for those young adults that want to avail themselves of educational opportunities, but who may have special life challenges and circumstances that prevent them from attending a traditional eight hour school day, or during a specific timeframe. Examples of these life challenges include being student-parents and/or working to support oneself or one's family; and
- A high school diploma will not only benefit those young adults that take advantage of the opportunities it offers, but, through the rippling effect that the graduate itself will have over time, it will also benefit the community as a whole.

The program will include many opportunities for parent participation and community involvement cultivating within each student a sense of pride toward his/her community. Examples of parental participation are parent teacher conferences, open houses, family night, parent satisfaction surveys, and parents or guardians who The mission recognizes the need for families to be actively supportive and be an essential part of their student's educational progress.

Our target population has been dispelled and displaced from traditional education options and has been told that they have no more chances. *Life Skills Center* meets the needs that traditional educational environments are not

fulfilling. Our educational model is technology-driven learning coupled with people-driven education. This equation has already been proven to work in existing *Life Skills Centers* and has led to the graduation and consistent employment of at-risk youth. These existing Centers have taken in youth with no hope for the future or meaningful educational options and have yielded confident, educated, working and successful young adults.

B: <u>Students</u>. What is the population that will be served? What grades will the school open with? Describe your plans for expansion and future grades will be served. What is the demographic breakdown of student population?

The Life Skills Center is intended to be a drop out recovery high school serving students only in grades 9-12 aged 16-22. Therefore, the School shall only serve grades 9-12, and the School shall open with the ability to serve grades 9-12.. Additionally, in an effort to focus on the goal of providing a significant amount of personalized remediation, the grade levels are kept small in an effort to foster academic growth. At its largest the School would serve a maximum of 200 students. The School has no plan to expand its grade levels served, however the School may choose to exercise the option provided in the Ohio Revised Code which would allow it to operate in more than one facility by offering satellite campuses. Should the School choose to exercise its option to expand to satellite locations, no location would serve more than 200 students through grades 9-12 at any one time. As the School is designed to be a drop out recovery school in an urban setting, the School's demographic will most likely mirror the demographics of the community in which it is located. Based on the demographic information from other Life Skills Centers already in operation around the State, the School's demographic will be approximately 50% African American, approximately 80 % economically disadvantaged, and approximately15% of the students will be special education students.

C. <u>Positioning for Success</u>. Briefly highlight your academic plan. What actions will be taken to position the school for success?

In alignment with the School's mission to serve at-risk high school aged students, the School will utilize a flexible scheduling option in an effort to provide more ability than a traditional academic institution to meet the difficult life needs and personal challenges facing the target student population. The School will offer two sessions per academic day from which the student may elect to attend. The School year will be a minimum of 920 hours and in order to equate to a full FTE, a student must be actively enrolled for the entire school year. In addition the School will afford its students the ability to freely attend either or both daily sessions, and /or to create a personalized daily session. It is this type of flexibility that will attract and retain students' who have significant life issues that prevent them from succeeding in traditional academic settings. Further, the School will offer an extended academic year and will include curricular requirements in the areas of personal finance, employability skills, career exploration, financial literacy, character education, and skills for living. Additionally, each student will have a personalized learning plan and will be given short and long term academic and personal goals that will be frequently and consistently reviewed and updated.

The School staffing model includes an Administrator, highly qualified, core subject content area teachers, and support staff members. The School model includes an emphasis on wrap-around support services in addition to the core academic staffing levels. The School will include access to a licensed social worker, an employability skills specialist, a school psychologist, and other support personnel in an effort to ensure that the students receive the necessary services in addition to high quality academic offerings in an effort to ensure student growth and success. Additionally, the School will encourage students to gain valuable volunteer and or work experience and will partner with community organizations and agencies in an effort to provide mentoring, outreach and additional forms of support.

The School intends to utilize the unique educational academic model of having the student's able to learn at each student's own pace while receiving any and all necessary remediation and or desired enrichment. The School will utilize an electronically delivered standards aligned curriculum which will be supplemented and or interchanged with hands on contextual project based learning opportunities. The School's primarily educational mission is to take a student at whatever academic level he or she may be at, and to assist in helping that student academically achieve and

then ultimately graduate with a high school diploma. The School will emphasize a strong live learning based academic remediation component in addition to core content area coursework,

In an effort to give this specialized student population a better chance for success, the Board has partnered with an Educational Management Organization (EMO) which specializes in drop out recovery high school management. This partnership will also ensure that the staff at the School will be fully trained in the latest proven methods for generating successful results from struggling at risk learners. The EMO has extensive experience in operating drop out recovery high schools and is committed to achieving continuous academic improvement. This EMO will ensure that the staff receive and participate in innovative and sound routine professional development opportunities, as well as ensuring that the School maximizes its financial resources through the purchasing power of the EMO.

D. Measuring Success. What academic and financial measures will you use in order to assess the academic and operational success of your school?

Since the School is designed to serve a very specific population of students who have not previously been successful in academic settings, a unique set of mission specific success measures will be used to assess the academic and operational success of the school. The School will look at growth measures on an individual student level and as a whole school in the area of behavior, credits earned, retention rates, attainment of diploma, withdrawals due to transfer back to traditional districts, and volunteer or work hours. Additionally, the School will put greater emphasis on the results of students who attend school at least 60 percent of the time and who were enrolled for at least one full academic year.

The financial measures that will be used to assess the academic and operational success of the school will be the audited annual financial statements, the ability to successfully obtain and utilize federal program dollars that would benefit the school while not overly taxing the school staff, the state reporting year end results, no findings or citations included in annual financial audits, and the flexibility of the academic model to be modified due to required changes from outside sources such as the US Department of Education.

E. Defining Success: How will you define success? How will the school demonstrate that it has been successful in educating its students? How will the school's governing authority ensure the school is academically successful and fiscally sound?

The School will define success based on the attainment of its primary goal to provide an educational option for students who were not successful in a traditional academic setting. The School will demonstrate that it has been successful in educating students by measuring and monitoring that students who have attended school at least 60% of the time and who were enrolled at least a full academic year, are making marked improvement academically. Additionally, the School will demonstrate that it was successful in educating its students by adhering to another one of its core beliefs in that it will ensure that all students who are enrolled for at least 90 days with a 60% attendance rate will have received basic study skills, employability skills, personal finance and character education coursework. This is essential because the School wants to ensure that even students who elect to not remain in the program until graduation, have learned basic skills which will allow them to move forward in life and help them be more effective and positive in their families, communities and their workplaces.

The School's Governing Authority shall evaluate the EMO on a "how well" versus a "how will" type of platform. As the School's Governing Authority plans to utilize the services of a full service EMO with extensive experience in drop out recovery education, the Governing Authority elects to evaluate the EMO based upon a framework that will examine how well the EMO accomplished the goals of the School's mission versus directing the EMO how it should accomplish those goals. This style of evaluation is based upon the principles suggested by Charter School Board expert, Dr. Brian Carpenter. In an effort to ensure that the Management Company is on task with its responsibilities, the Governing Authority will ensure that the EMO provides at least quarterly progress academic updates in addition to monthly financial updatesto the Governing Authority as well as provide a representative at Board meetings.

F. Community Need and Impact

Describe the community from which the proposed school will recruit and draw its students including existing educational options.

Describe the specific population of students that the proposed school intends to serve.

Explain the need for this school in this community, including the performance of the local schools.

Please see the attached letters of support located in Attachment ___. The EMO has various national affiliations as detailed below.



FEED THE CHILDREN:

Is a national organization that concentrates on the following area(s):

Americans Feeding Americans Caravan
Feed The Children has put a fleet of semi-tractor trailer trucks on the road to bring food and essentials to 200,000 American children and families by the end of 2010.

Education

Feed The Children is committed to nourishing the minds and bodies of children in need across America. We have partnered with educators to distribute books and supplies to boys and girls living in poverty.

Kids Stuff USA
Children across the country are going without food and other necessities year round. Help them now and build a Kid's Stuff Shoe Box.

Disaster Relief
Because of our fleet of semi-tractor trailer trucks, Feed The Children is often the first relief agency to respond after a disaster.

Information taken from http://www.feedthechildren.org/site/PageServer?pagename=org_US_programs

FEED THE CHILDREN & White Hat Management Schools

In the past year we have done the following & will do the same in new locations:

- Collaborated to bring 5 semi-trucks of food / personal items & water to our schools
- Distributed items worth approximately $212,500.00
- School staff, corporate staff, students and families worked together for families
- 4, 000 boxes of food & personal items, plus 2,000 cases of water were distributed
- Enabled new community relationships, enrollment and parent involvement to strengthen our students, community and families.

Feeding America / Local Food Banks

GOAL(S) - Relationship with area food banks to allow us the following access:

- Backpack/Hunger Programs for After Hours Food Assistance
- Kids Café Programs for in school dining
- Food bank Volunteer Opportunities for Staff & Students
- Membership that will enable the school to buy food for pennies per pound and also receive staple items (milk, bread, etc.) for free
- Participation in Mobile Pantry programs that deliver food to a specific location
- Participation in Farmer's Markets for free produce
- Community Garden space
- Education on Food Preparation and Classes for our students
- Exposure to all Community Contacts that have membership

We currently have a pilot program as a Member of Foodbank of the Rockies with other applications in progress. Any new school locations that are added will involve working with the local area food bank to receive access to any and all possible programs. Each food bank will be contacted and met with in order to obtain membership.

United Way / 211 Connections

Work with local United Way and their 211 Referral Line is part of our goal in every school location we have. The organization is affiliated with so many worthy community agencies and all of them benefit our student population. We gather community resource information before the need arises to assist our students immediately. Working with the United Way in every area is an important resource for our schools.

- Goal of inclusion in resource database to encourage enrollment & exposure to education
- Volunteer opportunities for students, staff and corporate
- Expand community relations with all other affiliated agencies
- Offer students current resources for their areas of need

- Agency based by county & all offer variety of options for involvement

FELD ENTERTAINMENT



Why is this relationship important?

- Offer student's opportunities for events they could never afford
- Encourage attendance by incentives
- Demonstrate positive student community involvement
- Enable our schools to attend events together
- Show students options outside of their environment
- Relationships will be built in each WHM's schools region to positively affect our student population

Details on Feld Entertainment:

- Feld Entertainment has been masterfully capturing the hearts of audiences across 7 continents and 55+ countries since 1967.
- Feld Entertainment is the largest provider of live action family entertainment in the world.
- Over 30 million people worldwide flock to Feld Entertainment productions every year.
- Produces shows like- Live Nation, Disney on Ice, Ringling Brothers, Barnum & Bailey Circus and Monster Jam

II. GOVERNANCE AND MANAGEMENT

A. Governance. Please provide a list of names, addresses, telephone numbers and email addresses of the members of the School's governing authority. Include a bio or resume for each of the governing authority members and provide a narrative to summarize the expertise the members bring to the school's governance/ Provide detail on how the governing authority will be structured. Include a copy of corporate bylaws (if developed) or a description of the governing authority member recruitment and removal process as well as future development plans. If any members have previously or currently serve on the board of a community school, charter school or other not-for-profit organization, please include a description.

B. Management. Educational Service Providers (ESP)/Educational Management Organizations (EMO)/Charter Management Organization (CMO). If you are partnering with an education

management organization, please describe the organizational reporting structure and include an organizational chart to show how staff working in the school or supporting school through the management entity is aligned. Summarize and provide data evidencing the management company's strong track record and/or successful work including its (i) experience in starting a school from the ground up; (ii) financial and business acumen; (iii) expertise and proven track record in urban education; (iv) understanding of Ohio community school law and other relevant laws, including No Child Left Behind, and (v) describe how you will monitor, measure and evaluate the organization's performance.

The Board and School intend to contract with an Education Management Organization ("EMO"). The Board has elected to partner with an EMO to provide the initial financial, administrative and operational resources necessary to successfully open a community school in the State of Ohio. Because the EMO provides the initial capital outlay for the School's facilities, equipment and technology, the Board will not be solely reliant on the availability of charitable contributions or federal and state grants. As such, prospective students will enter the School as envisioned, with all available equipment, technology, software and curricular materials necessary to accomplish the School's mission. Through the EMO partnership, the Board can help ensure that the School is indeed an epicenter where student resources are aligned and connected.

The EMO relationship will allow the Board to capitalize on state-aligned curricula and school programming that work well on a small scale, while streamlining many of the administrative tasks that dominate day-to-day operations at stand-alone community schools, such as accounting, mandated reporting, and regulatory compliance. This division will free the Board and school leaders to focus on school-based issues directly related to improving student achievement. The Board believes that EMOs are uniquely positioned to incubate new educational programs, evaluate and refine them, and strategically upscale them over time, and feels that the School and its students will benefit from this type of incubation and innovation.

The Board also selected an EMO to provide an empirically-proven academic model specifically designed to operate as a drop out recovery and prevention program. The Schools' mission is to serve high-risk students who have different needs, learn at different rates and have diverse learning styles that are not currently or adequately addressed by traditional public schools. The Board believes that a partnership with an EMO that has experience addressing the unique needs of the School's target student population, and the knowledge to train local teachers and staff to be effective educators for these students, will benefit the School, its students and the community.

The Board has selected White Hat Management, LLC ("White Hat"), or one of its' affiliates, as the School's EMO based on White Hat's (1) "Life Skills" education model, and (2) proven track record of successfully graduating high school drop outs and students who were at risk of dropping out. White Hat, currently manages 18 drop out recovery schools in Ohio in addition to 14 K-8 schools and a statewide k-12 distance learning school. White Hat currently operates schools in four states in addition to Ohio and serves over 6,000 students using its Life Skills model. Since inception, Life Skills-based schools have graduated over 13,000 students nationwide. Further White Hat has made a commitment to improving the academic performance of its drop out recovery schools in Ohio with a particular emphasis on sustained improvement over the last three academic years.

White Hat is committed to meeting the needs of the high-risk student population. White Hat's history of sharing best practice information among the schools it operates and manages, and implementing those through adaptation to local needs and demands will serve the unique needs of Life Skills students.

White Hat's Life Skills-model schools are non-traditional community high schools that offer a meaningful, alternative learning option for students who, for a variety of academic and non-academic reasons, have already dropped out of traditional public schools or are at high-risk of dropping out. Each school managed by White Hat is governed by a non-profit board of directors. Schools and boards, respectively, operate under a community school agreement issued by a local sponsoring agency. For each school, the board, local sponsoring agency, and White Hat engage in a cooperative

partnership where the sponsoring agency issues a community school agreement to the non-profit board, either a 501c or a public benefit corporation pursuant to ORC, to govern the school that is then operated by White Hat.

The School will ultimately be governed by the Board and operated by the EMO and School staff.

With operations in multiple states, White Hat has the experience of managing schools in demanding and complex regulatory environments. The jurisdictions governing many schools utilizing the Life Skills model often have more stringent regulations and requirements than those that apply to traditional public and private schools.

White Hat will manage the day-to-day operations of the School, including facilities management, equipment, purchasing, technology, operational support services (including execution of the educational model), human resources and training, grant management, and financial reporting and compliance. To meet these operational responsibilities, White Hat employs a team of professionals including accountants, auditors, industry experts, and attorneys who ensure that its schools are compliant with statutory and contract requirements, fiscally sound, and functioning properly.

White Hat's Governance and Compliance Division will help ensure that the Board members (1) receive timely information relating to the School; (2) obtain training on board governance; (3) are informed about the day-to-day operations of the School; and (4) are aware of any issues that may arise with students, parents, and staff. White Hat will assign a corporate staff member to the Life Skills Board to act as a Board Liaison and facilitate communication between Board Members, the School, and White Hat. This Board Liaison service includes board record development, maintenance, retention and compliance with regulatory and contract requirements.

The Board's goal will be to ensure that the School engenders public confidence that citizens' money is being well spent. This is one reason why the proposed Board selected White Hat to assist with the financial operations of the School. White Hat-managed Schools met all district, sponsor and state auditor requirements. This is sound indication that White Hat implements sound fiscal policies and internal controls, adheres to the requirements of community school agreements and contracts, and complies with all applicable federal, state, and local laws and regulations.

17 of out of 17 Ohio Life Skills Center are accredited by the North Central Association, a designation meaning that these schools met and/or exceeded quality educational standards and achieved measurable improvements in student academic performance. Ohio schools managed by White Hat where the EMO performed financial officer services were the first community schools to receive the prestigious Certificate of Achievement for Excellence in Financial Reporting ("CAFR") from the Government Finance Officers Association of the United States and Canada. The CAFR is a designation that the annual financial reports prepared by White Hat for those schools achieved the highest standards in government accounting and financial reporting. In 2010-2011, 6 White Hat Management managed drop out recovery schools achieved the designation of Continuous Improvement.

White Hat recognizes that, when it comes to a solution to the nation's "drop out" epidemic, one size does not fit all. White Hat has learned from operating in multiple states, under vastly different regulatory environments, and with a very diverse and often troubled student population, there are no "silver bullets" in education. What works in one community does not necessarily work in another. So, while White Hat will provide a core program, Life Skills will have its own unique qualities that reflect local community values. Additionally, White Hat continually reviews its operations and makes revisions and improvements based on the latest research and what is working in other drop out recovery models.

C. Governance and Management. Include proposed Board meeting dates, times and locations for the year. Attach a copy of the management agreement or a draft of what is expected to be executed by the governing authority and the EMO.

The Governing Authority shall meet every other month on the 15th of the month at 10am. Proposed meetings dates are as follows:
December 15, 2011, April 15, 2012, June 15, 2012, August 15, 2012; October 15, 2012, December 15, 2012, February 15, 2013, April 15, 2013, and June 15, 2013. The meetings shall be held at the School.

A copy of the proposed management agreement is attached as ATTACHMENT 13 .

III. EDUCATIONAL PROGRAM

A. Educational Philosophy and Program. State the School's educational philosophy. Describe the educational program including academic and non-academic goals, and the instructional methods and instructional program that the School emphasizes. What scientifically based research practices and or programs to be used. Identify core and supplementary curriculum that the School will use. Provide a general description of the curriculum used and identifying how you will verify alignment with Ohio's core academic content standards.

The School will focus on students who have either dropped-out of high-school or who are at risk of dropping out of high-school. The students will be provided educational opportunities during a shortened day, where the students may work at their own individual pace, and an emphasis is placed on obtaining employability skills in addition to passing the OGT. This emphasis provides a more well-rounded student who is better able to move to the next stage in life.

Academic Goals

New students continuously enrolled for one year with a sixty percent or better attendance rate who reads two or more grades below grade level will increase reading proficiency by at least one grade level per year as measured on a state-recognized assessment.
Students who have a sixty percent attendance rate or better will demonstrate a measurable increase in proficiency in a math subscale indicator as measured by the Ohio Graduation Test over the term of the Contract.
Fewer than seven percent of eligible students will be untested on the Ohio Graduation Test as reflected in the Performance Index.
Life Skills Center will reach and maintain a 70% graduation rate for all students who achieve senior status.

Non-Academic Goals

Life Skills Center will achieve accreditation through a national accreditation agency within two years of achieving candidate status.
An annual student survey will indicate a composite satisfied response, or better, from 80% of survey respondents.
The School will be in material compliance with generally-accepted accounting principles as measured by annual audits by the Ohio Auditor of State.

In relation to the academic goals listed above, it is important to note the students that *Life Skills Center* educates are those who have not regularly attended, been engaged in or succeeded in school, and who in most cases, have dropped out of or left their school of last attendance. Accordingly, we feel that the measurable goals delineated above are aggressive, yet are specific and realistic, and are aligned with our mission and the targeted student population we intend to serve.

The School's educational philosophy is based upon four underlying assumptions that translate into the following specific goals for the child:

1. Students learn best when they begin and continue to experience success. The best way to guarantee that success is to place students in situations where they are prepared physically, emotionally, and intellectually for the School's curriculum. To assist the above, education and management programs will be selected from researched and field-tested programs and will be consistently reviewed for appropriateness and deliverance.

The latest instructional technology will enhance the student's educational experience. Instruction will be delivered in traditional and/or nontraditional settings.

2. Students are individuals. A well-trained, skilled staff recognizes individual instructional needs as well as classroom needs and shapes their management and instructional approaches to achieve the School's overall goals.

3. The classroom is just a beginning. The School's goal is to develop lifetime learners, students who will cope well with change, who feel confident in their own abilities to master new ideas and skills, and who think of education as a door to present and future success.

4. Diversity is an asset. The School will teach students that diversity of race, national origin, religion, language, gender, economic status, disability, family structure, and values enrich not only their own lives but also the community. Students attending the School will learn that tolerance and respect are basic. The School will strive to have students develop an appreciation of diversity as it opens the door to living a healthy productive life.

With this philosophy and framework in mind, the educational team responsible for designing, building and continuously enhancing the educational plan and model can seek out alternatives that can address the specific needs of our students while also addressing the specific goals delineated above. It is this type of focus that is necessary to provide quality and consistency in the delivery of education so many of our local students need.

In order to graduate, a student must satisfy all of the following requirements:

Achieve all of the state required academic credits
Pass all required state assessments such as the Ohio Graduation Test.
Complete an employability skills course.
Fulfill the student's Life Skills Learning Plan
Take a nationally-normed or other school-approved exit exam
Pass an exit interview with School's Graduation Committee

Instructional Methods

Instruction will occur in traditional and/or non-traditional settings designed to meet each student's learning needs. All customary subjects will be taught; however, developing reading and mathematics skills will be stressed since this is vital to every student's present and further education pursuits. Social skills including good behavior will be an integral part of the student's daily education. A fair and consistent management program will be part of the student's overall school experience along with daily support by the School's Family Education Services.

The School's mission of providing a comprehensive, positive educational experience is actuated by the School delivery system. This system is based upon researched and field tested education programs as well as the latest educational technology. Our reading, language arts, and mathematics programs include delivery systems to meet the needs of all students who come to us for help. All subject materials are reviewed and enhanced, if necessary, to meet the needs of all students. Basics are stressed and formatted into instructional styles that best meet the needs of the students. A consistent and supportive testing program establishes abilities and achievement levels for all students. General delivery is accomplished as follows:

1. Placement of the student at an appropriate instructional level at his/her ability in correlation with the curriculum.

2. Development of the lesson plan as needed; Electronic curriculum does not need lesson plans.

3. Instruction.

4. Teacher assessment of student's competency and abilities in the appropriate subject areas.

5. Intervention as needed through remediation, support, tutoring, and reinforcement.

6. Reassessment of the student's competency and abilities.

Students learn in different ways and the School and teacher may employ multiple methods and strategies to address the learning styles of each unique student. Examples that the teacher may employ include, but not necessarily limited to:

1. Didactic teaching --- Traditional method of lecturing and discussion.

2. Thematic --- Teaching of all subjects centered on a central theme.

3. Unit Based --- A self-contained education/teaching/activity based on a content-specific topic.

4. Problem Solving --- Teaching and learning based upon the solving of a central question.

5. Student-Centered --- Teaching/learning based upon the needs of the child, not necessarily the subject matter.

6. Hands-on --- Teaching/learning using direct contact and/or manipulation with objects, materials or locations.

7. Computer-Based --- Teaching/learning using computer software designed to deliver content or information and requiring interaction between the learner and the use of the computer.

Transition Lab

The Transition Lab, a key phase in engaging the student in the Academic Achievement Process, is an intensive, immersion program where students become acclimated to a non-traditional learning environment. The Transition Lab utilizes all available student services to poise each student for success in the School's Academic Labs.

During the first week after initial enrollment, students are introduced to the Administrator, Teachers, Family Advocate (social worker), Employability Specialist, Intervention Specialists and School Psychologists. They are also introduced to our computer-assisted curriculum and are given tutorials on its basic functions, such as how to log in, check grade point averages, review credits earned, etc. New students may also be assigned a "peer mentor" — a senior student who serves as a liaison for the school at the student level.

The Title I English Teacher is in charge of the Transition Lab and is assisted by the Title I Math Teacher, Employability Specialist, Family Advocate, Intervention Specialist, and Psychologist. During a students' time in the Transition Lab, Title I Teachers, Intervention Specialists and the Family Advocate individually assess the student's needs and abilities, identify any shortcomings in the student's transcript, establish a class schedule, and identify any non-academic hardships that may impede the student's ability to succeed at the School.

A student's academic baseline is then measured. An Individualized Education Plan ("IEP") or a 504 Plan is developed if needed, in addition to providing Response to Intervention (RtI) and or evaluation by MFE. In addition, an Individualized Learning Plan is developed for each student to guide his or her academic career while attending the Life Skills Center of Trumbull County. The IEP, 504 and Individualized Learning Plans outline the student's curriculum, course schedule and the credits necessary for graduation. Moreover, the plans set a pace for completing work and tracking progress for graduation; provide a framework for students to measure their progress; and identify the resources necessary for the student to succeed. The Transition Lab focuses student assessment to best determine the most effective and appropriate interventions needed for student success.

The School's curricular focus is to give each student a first-rate, quality education aligned with the Ohio Academic Content Standards, while also (i) counseling the student in regard to *social issues* that might be prohibiting the student from learning; (ii) teaching the student valuable *life skills*; and (iii) preparing the student for lifetime *employment*, by teaching them essential employability skills By teaching a student how to learn, and by equipping that student with

vital life skills and employability skills, the Center empowers him/her to progress along the path to success. A hopeful, forward-thinking picture of future success and opportunity is painted instead of a negative picture of a high school dropout, settling for a future of dead ends and closed doors.

Our highly qualified content area teachers guide the delivery of the Educational Program and will be assigned to each session's group of students. The teachers are the central persons involved in the delivery of the educational program, identifying the need for academic intervention and implementing the actions to be taken through in-class work, tests and quizzes. In addition to this personal assessment of student progress by the instructors, the computer software also possesses an assessment function. From the software curriculum programs, teachers can obtain monitoring records and printouts showing each student's progress, how often he/she went back to review something, how long it took that student on a given task or lesson, how well the student is performing, where the student's trouble areas are, etc. From this information, the teachers can provide appropriate assistance geared specifically to address the student's weaknesses as identified by these reports. Accordingly, through the use of observations, printouts, reports, and the subsequent follow-ups from the Intervention Assistance Team members, the program is structured to monitor how a student is progressing, how effectively learning is taking place, and where improvement may be made.

Using electronic curriculum such as Apex Learning and A+ Anywhere Learning, the School's curriculum will have the breadth and depth to provide for students the required courses to comply with all state requirements to earn a Diploma.

Classroom and Non-classroom Based Learning Opportunities

The Life Skills Center will use computer assisted learning to provide core content area classroom based learning opportunities to its students. The School will also offer Ohio Graduation Test Preparation Classes and Career Based Intervention in traditional classroom instruction or small group instruction settings. Student learning will occur at a pace that is appropriate for each individual. Student learning plans are developed using baseline assessments and school assessments. Highly Qualified Teachers partner to determine the most successful curriculum path for every student. In addition, the students will have non-classroom based learning opportunities such as community service and service learning which are supervised and monitored by the Vocational and Family Education Services Staff. The classroom and non-classroom based learning opportunities will be documented as required by ORC 3314.08(L)(2) and any regulations promulgated thereunder.

Description of the computer-based curriculum

Apex Learning is an online curriculum developed by Apex Learning educators—instructional designers, curriculum specialists, content area experts, and classroom teachers. Proven teaching strategies have been adapted for the online and lab environments, and web developers, graphic artists, animators, and video editors present the content in an engaging, interactive manner supported by state of the art technology. The curriculum has been accredited by the Northwest Association of Accredited Schools since 1999. AN ILLUSTRATIVE COPY OF THE PROPOSED COURSES TO BE USED ARE ATTACHED AS ATTACHMENT 7.

All courseware from Apex Learning incorporates optimal conditions for learning, as identified by R. Brandt in *Powerful Learning* (ASCD, 1998). These conditions include:

Students learn what is personally meaningful.
Students learn when they accept challenging but achievable goals.
Learning is developmental.
Individuals learn differently.
Students construct new knowledge by building on current knowledge.
Much learning occurs through social interaction.
Students need feedback to learn.
Successful learning involves the use of strategies, and these strategies are learned.
A positive emotional climate strengthens learning.
Learning is influenced by the total environment

Apex Learning uses technology as the basis for learning. For at-risk students, technology holds the promise of bringing students back to school, altering their learning experiences, and sending them out into the adult world of work with the chance for success. Technology engages students, and they actually spend more time reading, writing, and computing, as well as reflecting constructively on their work and the work of others (Sandholtz, Ringstaff, and Dwyer, 1997). In addition, as demonstrated by dozens of studies conducted by the North Central Regional Education Laboratory, students learn better and faster with technology (*Computer Based Technology and Learning: Evolving Uses and Expectation;* Valdez, McNab, Foertsch, Anderson, Hawkes, and Raack; North Central Regional Education Laboratory, 2000).

Apex Learning reaches out to the Millennial Generation—those students born after 1982 (*Millennial Rising: The Next Generation,* Howe and Strauss, 2000). This group of students is the most diverse group ever in American history, and they have grown up with technology and are fascinated by it. They cannot understand a world without technology, including the traditional classroom, which they believe is increasingly irrelevant to their lives and futures (*The Condition of Education*, National Center for Education Statistics, 2002). Apex Learning strives to bridge the gap between education and technology for these students.

In response to research that many students are not reading at the appropriate level to be successful in high school academics, Apex Learning has responded by creating a new track of courses, Literacy Advantage. For the 2010-2011 school year, Apex will have eight courses in this track, four freshmen level courses and four sophomore level courses. These courses are designed to teach high school content at a fourth to sixth grade reading level. Reading intervention is built in and strategies such as repeating new words many times so students can learn them are also designed into the course. Students learning through the Literacy Advantage will no longer be behind their peers because they cannot read as well. They will also be improving their reading at the same time as they are learning their core content.

Anywhere Learning System software details significant offerings both inside and outside of those offered by Apex Learning. Each lesson provides a pattern of study, practice tests, and optional essays. A+ is a nationally recognized curriculum as well, and will be utilized for students with Individualized Education Programs (IEPs).

While we believe that we have combined two of the academic industry's leading electronic curriculum, *the curriculum is not just core academics, it also consists of life skills preparation and employability skills training*. These curriculum concepts are delivered via computer, other forms of technology, staff members, outside speakers, field trips, textbooks, and periodicals. Small group and individual instruction are generally used in the life skills preparation area. A variety of life skills preparation topics may be covered, such as: Money Management, Domestic Violence, Parenting, Personal Health, Your Own Home, Consumer Education, World of Work, Community and Government, Goal Setting, Life Skills, and Journal Writing.

These topics would certainly be of value to any young adult, but they are of *particular* worth to the individuals found in our targeted at-risk, drop-out student population. This emphasis on daily life skills (together with the work of our Family Advocate and Vocational Specialists, which will be explained in more detail later) is what sets the *Life Skills Center* apart from other public school options. We know that our students depend on us to deliver an efficient, individually tailored education that will provide them with the tools for academic, life *and* vocational success. These skills are critically important since most of our students are already engaged in adulthood responsibilities, such as parenting and/or supporting themselves or their families, and desperately need help in these endeavors.

Additionally, it is common for our targeted, at-risk student population to come to school with a "backpack." It is not the typical backpack full of school supplies and textbooks, but rather, many bring with them the "baggage" associated with abandonment, abuse, neglect, violence, discrimination, substance abuse, poverty, etc. These unfortunate life circumstances can yield low self-esteem, a distorted sense of morality, hopelessness and a general mistrust of others. Sometimes, the Life Skills Center staff may be the first people offering a consistent involvement in these students' lives and a genuine interest and investment in their success.

All of these significant social issues that face the student typically serve as a barrier to education. As such, another

unique attribute of the Life Skills Center Educational Program is the position of the Family Education Services (FES) Advocate (or Family Advocate for short), a licensed social worker, whose sole duty is to assist the student in reducing and eliminating the effects of any socio-economic barriers that may hinder the student's academic and/or personal growth and development. Examples of these services include individual and group meetings covering such topics as behavior, family issues, chemical dependency, stress management, crisis management, conflict resolution, anger management, etc. Additional services include: mediation for staff and administration, classroom consultation, parent conference support, social service assessment and coordination, home visits, community visits, and networking with community service and government agency referrals.

In addition to the social counseling provided by the Family Advocate and regular on-site core academic program, each student must complete a employability skills coursework, character education, personal finance coursework, and self- sufficiency coursework. The Life Skills Center will have a staff member whose job will be that of a liaison between and correspondent among the Life Skills Center, student(s), and area businesses. This staff member, the Employability Specialist, has the responsibility of assessing and assisting in the preparing of students to become job-ready, assisting students in determining which future career will match current interests and skills sets, guiding career based exploration, and monitoring the student's employment or volunteer sites to insure that the student maintains his/her employment and is receiving any necessary on-the-job instruction.

By focusing on the whole student as opposed to just the academic component of the student, the Life Skills Center is able to better assist its specialized student population in its effort to provide a quality education option with the ultimate goal of each student improving his or her academic abilities in addition to learning valuable life skills.

When the student enters the Academic Labs, the content and Special Education Teachers have a clear understanding of how to provide that student with differentiated instruction based on professionally assessed needs. In the Academics Phase of the Achievement Process, the student's basic requirements of earning credits and passing state tests are addressed. Licensed, Highly Qualified Teachers (HQT) will engage students one-on-one to successfully complete their individualized self-paced program.

B. Staffing. Describe your school's organizational structure. Discuss the student to teacher ratio. Identify plans for professional development and teacher recruitment.

The School and EMO's organizational charts are attached as ATTACHMENT 14. The School will utilize a student to teacher ratio of no more than 25 students to every 1 teacher per session. Professional development will be ongoing. Staff members will participate in both on-site and offsite professional development. In addition to annually required professional development topics, staff members will participate in professional development topics including but not limited to leadership, project based learning, working with difficult students, motivating under-motivated students, data driven decision making, understanding the Ohio improvement process, federal programs management and curriculum development. Professional development topics in addition to annually required topics are individualized for each specific staff member and may change annually. Professional development will be ongoing and will incorporate the requirements from the Teacher Residency Program, where applicable, and will also be pursuant to local professional development committees (LPDC).

The EMO is responsible for all recruiting and hiring. Teachers will be recruited utilizing traditional methods such as electronic job postings in newspapers, job search sites and trade journals. Additionally, recruitment will occur at local education job fairs and through referrals.

Since the Governing Authority has partnered with an EMO with years of expertise in running effective schools, the Governing Authority is confident that the EMO in partnership with the Governing Authority will be able to adhere to the School's mission of providing educational options and academic support to students who have not been successful in traditional academic settings. Sample Job Descriptions are attached as ATTACHMENT 8.

C. Special Education. How will you meet the needs of students with disabilities? How will you ensure compliance with state and federal laws?

The staff members, Board of Directors and management team of Life Skills will be dedicated to excellence for all students. Students with special needs are approached as students first, given all the rights, responsibilities and choices as their non-disabled or English-proficient peers. Upon enrollment, each student's individual needs will be assessed in the School's Transition Lab by a team of professionals including General and Special Education Teachers, a Family Advocate (Social Worker), an Employability Specialist and a School Psychologist. At this time of transitioning from a more traditional school setting to Life Skills, students will be given the opportunity to talk with the team about their concerns, educational choices and obstacles that have made traditional schools difficult for them.

Life Skills will provide students with disabilities services that implement and comply with federal, state, and local procedures and policies, respectively, including, Section 504 of the Rehabilitation Act of 1973, Individuals with Disabilities Education Act ("IDEA"), and Ohio State Plan for Special Education.

This includes, but is not limited to:

- Provisions for a Free Appropriate Public Education ("FAPE");
- A non-discriminatory policy regarding identification, evaluation, selection and location;
- Individualized Education Plans ("IEPs") to include meetings with the student's family, the Local School District ("LEA") and Life Skills staff; and
- All students with disabilities will be educated in the least restrictive environment ("LRC").

The Life Skills School will be guided by the principles set forth in the *"No Child Left Behind Act"* 20 USCS § 6301, which ensures the academic success of every student, including:

- All students must be held to the same challenging standards;
- All students must be assessed;
- Progress of students is to be consistent;
- Assessment results must be reported to parents; and
- Student progress is monitored regularly and improvements are noted.

No student with a disability will be unlawfully excluded from participation in any program or activity of the School, nor will the student be subject to discrimination by the School.

Identification of Students with Disabilities

When students enroll in Life Skills, information will be obtained from the parent/guardian, student, or school of last attendance regarding prior placement in a special education program. IEPs will be reviewed upon enrollment and updated to be in compliance with the provisions of Ohio's state standards.

The Intervention Specialist(s) and the School's Administrator will be responsible for the general supervision of the identification, location, and evaluation activities/services for students that are identified as, or suspected of, being disabled and for the provision of a Free and Appropriate Public Education ("FAPE") to Exceptional Education Students attending the School.

Intervention Assistance Team ("IAT"), IEP and 504 teams will consist of the Intervention Specialist, Psychologist, General Education Teacher, and possibly a Social Worker and/or Employability Specialist, the student with special needs and the student's parents or guardians if the student is under eighteen years old. At the time of transitioning from a more traditional setting to Life Skills, students will be given a chance to talk to the team about their concerns, educational choices and obstacles that have made traditional schools difficult for them. The team will work together to develop an education plan for all students providing leveled supports and interventions as appropriate. Students with a diagnosed disability leave the transition lab with their IEP or 504 service plan having been reviewed and updated or rewritten as needed.

Life Skills will implement Response to Intervention ("RtI") protocol for any student at risk for poor learning

outcomes. All staff will be trained on RtI, if they have not had training, and continually trained to stay current with RtI. Training will include monitoring student progress, evidence-based interventions available to staff, and how to adjust intensity and nature of interventions depending on student's response. Tier one classroom interventions for any student will be completed in the general education classroom by the teacher using adaptations and accommodations to the standard curriculum.

Students who indicate a need for interventions beyond what was tried by the classroom teacher in level one and who do not have a diagnosed disability will be referred to the IAT who, using the RtI protocol, will put level two interventions into place. The IAT determines timelines for monitoring RtI. If the interventions in place are not decreasing the student's achievement gap, the student is evaluated by a multidisciplinary team to determine if they have a special need that would call for level three interventions requiring an IEP or 504 service plan. If at any time a student is not meeting academic expectations, any staff member can call on the support of the IAT and begin a series of interventions critical to student success.

Pursuant to federal and state regulations, in particular the Least Restrictive Environment Mandate ("LRE"), all students work in the general education classroom with highly qualified staff for all or part of their day. According to the IEP specifications, students will also be given the opportunity to work in small groups or one-on-one with a qualified special education teacher either in a resource room or within the general education setting. Students have a continuum of specialized services and curriculum. The continuum begins with full general education immersion and ends where appropriate for the individual student, up to all academic time in a resource room with all specialized curriculum. A large variety of curriculum is available for scaffolding student understanding in order to access the general education curriculum as appropriate as part of FAPE. Qualified special education teachers monitor student progress, regularly sending reports to parents on a schedule determined by the IEP. The special education staff works with the general education staff to provide accommodations and modifications to meet specific student needs. The specific responsibilities are determined in the body of the IEP.

Educational Approach and Curriculum for Students with Disabilities

The School will utilize an inclusive model by providing for appropriate assessment, program design, modifications or accommodations, and the utilization of Intervention Specialists, tutors, and other related service personnel as required and determined appropriate by the IEP committee. Tutors and other staff will work under the direction of the Intervention Specialist. The staffing of Intervention Specialists will be determined based on the number of enrolled students with an active IEP. Since law states that students must be provided with access to the general education curriculum whenever possible, students with disabilities will start out using Apex Learning curriculum as described in the Curriculum section, A.2. Modifications and accommodations will be used as needed. If this curriculum with adjustments is still too difficult for the student with disabilities, supplemental curriculum such as Anywhere+ Learning System electronic curriculum or Pearson AGS and Steck-Vaughn textbooks, which have lower reading levels and break content down into smaller chunks with more support, will be utilized. All curricula is aligned to state and national standards.

Since employability skills are an integral part of the Life Skills program and part of the requirements for graduation from the program, the Employability Specialist will collaborate with the Intervention Specialist to assist students with disabilities in developing employability skills, job-seeking skills, and self-advocacy skills that will lead to successful employment. Additionally, the IEP committee will provide assistance in job placement activities for the student, which will maximize the student's skills and potential. Students who do not have success with the stated strategies may work directly with the Intervention Specialist and/or aide in individual and small group settings. Alternative programs and textbooks will be utilized so that each student has the opportunity to successfully access the regular curriculum. In cases where the foregoing solutions are not working and a greater disability is suspected, the IEP will be modified, making necessary accommodations to permit students with disabilities to access learning opportunities on the same basis as general education students.

Ongoing Assessments for Students with Disabilities

Students with disabilities will be assessed on an ongoing basis. Each course's curriculum is developed to include regular assessments to determine student mastery. If a student does not exhibit mastery, the Intervention Specialist will work with the classroom teacher to modify the curriculum and/or pace of delivery within the general lab setting.

All classroom teachers will be provided with the appropriate IEPs and staff support to address the identified goals.

Students with IEPs indicating they will be using an alternative assessment will be provided these assessments under the same guidelines as other students with disabilities in the state of Ohio in compliance with state's standards.

Commitment to Serving the Needs of Special Education Students
Life Skills will provide support for the needs of students with disabilities to ensure their success in the general student population's learning environment. This support will be integrated with the Life Skills program. The School will provide accommodations/modifications as necessary to permit access to technology-based learning and the related services designated on the student's IEP. The modifications/adaptations will include, but are not limited to:

- Adapted curriculum assignments;
- Test modifications;
- Computer pacing and remediation; and
- Adaptive computer devices.

D. **<u>Daily Activities</u>. Provide a Sample school year calendar as well as a sample daily schedule.**

A Sample School year calendar is attached in Attachment 7. In accordance with the Life Skills mission and vision, the School will provide an atmosphere that promotes independence and cultivates self-discipline for students ages 16-22 and in grades 9-12. Teachers will facilitate learning by interacting with students individually and providing additional instruction, practice or interventions, if needed, as students' progress in their studies. Problem solving, reading, interactive gaming, and differentiated instruction will also be employed to help students achieve.

Upon enrollment, every student will be engaged in a transition process through the Transition Lab, which has several purposes: to build relationships of genuine care and concern; to complete a focused-needs assessment by a team of professionals; to engage the student in the self-paced learning and support program; and to create an Individualized Learning Plan. Once a student moves out of the Transition Lab, they will be enrolled in their daily classes. When students complete the Transition Lab, they will be enrolled in their courses based on their Individualized Learning Plan. At the onset, students will take two core content courses. Additionally, students will complete daily reading assignments on a variety of subjects. The reading program is specifically designed to deliver high school content at the student's identified reading level, and to challenge each student to increase vocabulary acquisition and comprehension in order to consistently raise his or her reading level. Most curricula are electronically delivered and can be customized for special needs and abilities.

Each day, time is allotted for students to work independently or receive remediation assistance in areas – both academic and non-academic – where they may be struggling. Additionally, students will participate in job readiness classes, where the Employability Specialist will focus on topics such as job-seeking, interviewing and resume writing skills. Other practical life skills, such as managing consumer credit, finding a place to live, and creating and managing a household budget will be taught.

The Life Skills model will include a two-session option to accommodate students' work and life schedules. Students may choose either the morning or afternoon session.

Morning Session Schedule

8:00 – 8:30 a.m.	Reading
8:30 – 11:30 a.m.	Academics – Core Subjects
11:30 a.m. – 12:15p.m.	Employability Skills, Career Preparedness, Independent Living Skills, Independent Study, Remediation and Electives

Afternoon Session Option 1

12:30p.m. – 1:30 p.m.	Employability Skills, Career Preparedness, Independent Living Skills, Independent Study, Remediation, and Electives
1:30 p.m. –2:00 p.m.	Reading
2:00 p.m. – 4:45 p.m.	Academics – Core Subjects

E. Goals and Measurements. What are your School's Academic and Non-academic goals? What are your School's academic assessment tools? What are the performance standards and how will progress be monitored and demonstrated?

The School will focus on students who have either dropped-out of high-school or who are at risk of dropping out of high-school. The students will be provided educational opportunities during a shortened day, where the students may work at their own individual pace, and an emphasis is placed on successfully dealing with social and emotional crises and obtaining employability skills in addition to passing the OGT. This emphasis provides a more well-rounded student who is better able to move to the next stage in life.

Academic Goals

- Any new student continuously enrolled for one year with a sixty percent or better attendance rate who reads two or more grades below grade level will increase reading proficiency by at least one grade level per year as measured on a nationally normed assessment.
- Students who have a sixty percent attendance rate or better will demonstrate a measurable increase in proficiency in a math subscale indicator as measured by the Ohio Graduation Test over the term of the Contract.
- Fewer than seven percent of eligible students will be untested on the Ohio Graduation Test as reflected in the Performance Index.
- Life Skills Center will reach and maintain a 70% graduation rate for all students who achieve senior status.

Non-Academic Goals

- Life Skills Center will achieve accreditation through a national accreditation agency within two years of achieving candidate status.
- The annual student survey will indicate a composite satisfied response, or better, from 80% of the respondents.
- The School will be in material compliance with generally-accepted accounting principles as measured by annual audits by the Ohio Auditor of State.

The Life Skills Center will utilize the following academic assessment tools to assess student development and performance:

Upon enrollment, each student will be assessed both for academic and social-emotional wellbeing. The results of these assessments in combination with the student's transcript and other pertinent educational information will be used to formulate an Individualized Learning Plan ("ILP"). This plan will outline the requirements necessary for graduation as well as any additional services necessary to ensure the student's success. This process will take place in the Life Skills Transition Lab which will introduce students to the Life Skills model, baseline them academically, and get them earning credits while learning the on-line curriculum programs.

The ILP will be continually updated as students complete course work, increase proficiency, and achieve grade promotions. Monitoring and evaluation of student educational progress is an ongoing process in all courses. Formative assessments occur daily and include, but are not limited to, class discussions, observations, oral presentations, projects, quizzes, tests, and review of curriculum mastery evaluations. These assessments are designed to (i) prevent a student from proceeding to the next lesson until he/she reaches mastery level on the current lesson, (ii) assist the student and teacher in identifying areas of success and areas in need of improvement, and (iii) identify topics in which the student may need additional instruction or intervention.

The *Life Skills Center* will comply with and participate in all mandated state assessments, including, but not limited to, the Ohio Graduation Test (OGT) and the Ohio Test of English Language Acquisition (OTELA). The *Life Skills Center* will continue to use the Scantron Performance Series, or other comparable, computer-adaptive diagnostic tests to measure student growth in: reading, math, life science, and language arts. Results can be evaluated school-

wide as well as by grade level, teacher, and or by individual student. The data can further be disaggregated by demographic and NCLB-required subgroups.

Each student's progress is tracked using the LSLP which is reviewed by the highly qualified Teacher upon grade level promotion. When the student achieves senior status, the plan is reviewed with the student, a graduation file is established, and goals are set for graduation requirements. The School's Graduation Committee and Administrator, on behalf of the Board of Directors, review the file to ensure that the student is credit complete and ready for graduation.

IV, DEMOGRAPHIC AND MARKET ASSESSMENT

A. School District: Identify the local district in which the school will be located and list all other schools districts from which the school expects to enroll students.

TO BE PROVIDED.

B. Local Demographics. Describe the students and characteristics of the community from which the school's students will be drawn, including race, ethnicity, socioeconomic background and primary languages.

TO BE PROVIDED.

C. Racial and Ethnic Balance. Describe how the schools will monitor student population in comparison to community and how the schools will work to maintain a diverse population while being reflective of the community it serves.

The School is designed to serve exclusively a drop out recovery population. Therefore, the School will work to mirror the racial and ethnic balance of the community in which it is located. However, it is important to note that due to the specific population that the School seeks to serve, that from time to time the School will have a population that is disproportionately high in the areas of higher rates of low income students. Additionally, the School will not exclude students based on ethnicity or race.

D. Market Assessment. Please highlight community support including letters of support that the school has received from the community.

TO BE PROVIDED.

V. COMPLIANCE

Provide brief narrative descriptions of the following areas in relation to the School's proposed operation.

Admissions and open enrollment procedures: The School will be open to all students in grades 9-12 who are aged 16-21 who have previously dropped out of high school or are at risk of dropping out. The School shall permit the enrollment of students from adjacent or other districts to this School, providing that each enrollment is in accordance with the laws of this State, all contractual obligations, the provisions of this policy, and the administrative guidelines established to implement this policy. The School Administrator shall establish guidelines to implement the open enrollment policy in accordance with Ohio Revised Code 3314.06 and all contractual obligations. The guidelines shall provide the following:

1. Application procedures; including deadlines for the application and for notification of the students and the superintendent of the applicable district whenever an adjacent or other districts student's application is approved;
2. Procedures for admitting adjacent or other district applicants free of any tuition obligation to the School; including, but not limited to: (a) the establishment of capacity limits by grade level, school building and education program; (b) a requirement that all siblings of native students wishing to be enrolled in the School shall receive preference over first-time applicants and all other district students previously enrolled will receive a preference over first-time applicants; and (c) procedures to ensure that an appropriate racial balance is maintained in either the sending or receiving schools.

The procedures for admitting adjacent or other district students established by the School Administrator shall not include:

1. Any requirement with respect to academic ability, or any level of athletic, artistic, or other extracurricular skills;
2. A requirement that the student be proficient in the English language;
3. Rejection of any applicant because the student has been subject to disciplinary proceedings, except that if an applicant has been suspended or expelled by the student's district for ten consecutive days or more in the term for which admission is sought or in the term immediately preceding the term for which admission is sought, the procedures may include a provision denying admission of such applicant.

Enrollment will not be denied to any eligible applicant on the basis of sex, race, religion, national origin, ancestry, pregnancy, marital or parental status, sexual orientation, or physical, mental, emotional or learning disability. The school will also not discriminate in its pupil admissions policies or practices whether on the basis of intellectual or athletic ability, measures of achievement or aptitude, or any other basis that would be illegal if used by any public school.

The Governing Authority shall provide information about the application procedures and deadlines, upon request, to the board of education of any other school district or to the parent of any student anywhere in the state.

Attendance and withdrawal rules and procedures: Since the School's mission is to serve the at risk student population who have not been previously successful in traditional academic settings, the School will follow the Ohio Revised Code and shall mandatorily withdraw students who have not been in attendance for 105 consecutive hours. Students are expected to attend school daily. However, due to the unique academic program model, daily attendance may not always be generated on site at the school. Additionally the School will be in frequent contact with parents and guardians with respect to attendance issues as well as local truancy courts. The School sends routine communications to guardians with respect to attendance as well as following habitual truant and chronic truant definitions and requirements.

Suspension and Expulsion Procedures: The School will follow a policy where only the Administrator or acting Administrator may suspend or expel. No suspensions may last more than 10 days. The School will follow all rules and regulations as it pertains to suspensions and expulsions with respect to notice of intent and notice of suspensions and expulsions. Further the School will also follow all rules and regulation with respect to suspension and expulsion for special education students.The School will also have an appeal process for suspensions and expulsions. The specifics of these plans and policies shall be detailed in the student parent handbook for the School.

Transportation and Food Service: As the School is a high school, the School will not provide transportation, however, the School and its Governing Authority may elect to provide vouchers for public transportation and parking will be available on site. Due to its flexibly scheduled day, the School may not participate in the national school lunch and breakfast program. The decision to participate will be based upon school enrollment levels as well

as Governing Authority discretion. Nutritious snacks will be made available to students should the Governing Authority elect to not provide the breakfast and lunch program.

Staff Benefits: Staff members who work on site at the School and who are entitled will be eligible to receive the appropriate benefits. Benefits include but are not limited to health insurance, vision and dental coverage, retirement account contribution such as SERS or STRS etc.

VI. OPERATIONAL BUDGET

Budget and Forecast: Prepare and provide a detailed copy of the School's first year budget and a 5 year forecast along with narrative explanation.

See Attachment 9.

Fiscal Officer: The School's proposed Fiscal Officer is Angela Neeley. Ms. Neeley is an employee of the EMO and she is a licensed Ohio School Treasured.

FACILITIES

General Facility Information: Life Skills facilities generally adhere to a common design, including the use of a single- level free standing structure. In the most instances, Life Skills Centers' utilize existing space for its facilities, and then undertake construction improvements to modify the space to fit the schools' specific needs. Life Skills complies with all federal, state, and local laws related to construction and physical improvements, including ADA requirements and local permit and zoning regulations. Life Skills accomplishes compliance with these regulations by hiring local architectural and engineering firms.

Based upon the School's anticipated enrollment, the School facility may be around 8,000 square feet with at least 30 parking spaces. This size facility will be able to accommodate at least 4 labs as well as administrative office spaces for the School Leader and staff members.

Once the Charter has been secured, the EMO will locate and secure a suitable location for the School. Once the location has been determined, the leases will be secured and any necessary construction will begin. Facility leases can be provided to the Sponsor upon request. Additionally, should the Governing Authority decide to open additional satellite locations of this School, similar methods will be used on any additional facilities associated with this School.

VII. ATTESTATIONS AND APPLICANT CERTIFICATION

1. The applicant agrees to comply with all requirements of ORC Section 3314 – must be established as a nonprofit corporation or public benefit corporation in accordance with division (A)(1) of section 3314.03 of the Revised Code.
2. The applicant has no unresolved finding of recovery has been issued by the auditor of state against any person, group of individuals, or entity that is a party to the application and that no person who is party to the application has been a member of the governing authority of any community school that has permanently closed and against which an unresolved finding of recovery has been issued by the auditor of state.
3. The School will be nonsectarian in its programs, admission policies, employment practices, and all other operations, and will not be operated by a sectarian school or religious institution.
4. The School will be a new start up community school not a conversion school.
5. The School's teachers will be licensed in the manner prescribed by division (A)(10) of section 3314.03 of the Revised Code.

6. The School will comply with all of the provisions of law enumerated in divisions (A)(11)(d) and (e) of section 3314.03 of the Revised Code and of division (A)(11)(h) of that section, if applicable.
7. The Governing Authority will provide evidence that it is able to post and file with the Superintendent of Public Instruction a bond payable to the state or to file with the State Superintendent a guarantee, which shall be used to pay the State any moneys owed by the Community School in the event that the School closes.
8. The School will be a brand new community school and will not be part of an existing public school or educational service center building.
9. The School's graduation and curriculum requirements will comply with division (A)(11)(f) of section 3314.03 of the Revised Code.
10. The Applicant certifies that the information contained in the application is complete and accurate to the best of his or her knowledge.

APPLICANT CERTIFICATION

In submitting this application for sponsorship, the development team for the proposed community school and I recognize that the Ohio Department of Education receives this application for sponsorship pursuant to Section 3314.029 of the Revised Code. The applicant (or its agent) hereby certifies that the information in this application is complete and accurate to the best of its knowledge and acknowledges its obligation to promptly inform the Ohio Department of Education of any material changes.

Applicant Signature _____ Date 9/28/11

4. Community Need and Impact

LifeSkills will be located within the Warrensville Heights school district. The Ohio Department of Education has determined that Warrensville Heights school district is operating in school improvement year 6 according to federal No Child Left Behind (NCLB) standards. As a result, Warrensville must immediately implement a restructuring plan which includes offering more school choice options and/or replacing all or most of the school staff including principals at existing low performing district schools.

LifeSkills will serve students in grades 9-12. Students in the age range of 16-21 will be eligible to enroll, while, students with IEPs may remain at the School until they reach the age of 25. The School will offer a meaningful, alternative learning option for at-risk students who, for a variety of academic and non-academic reasons, have either dropped out of the traditional public school setting or are at high risk of dropping out. This includes students with special needs, students with disabilities, and Limited English Proficient (LEP) students.

The Life*Skills* model is currently in use in four states at 25 schools that are operated under the name Life*Skills* Centers and managed by the Education Service Provider, White Hat Management, LLC ("White Hat" or "ESP"). Since what works in one community does not necessarily work in another, the ESP provides a core program, while each school has its own unique qualities that reflect the local community and values.

Most students enrolled in charter schools utilizing the Life*Skills* model have dropped out of traditional public schools or are at high-risk of dropping out. The following are true regarding students upon their enrollment in Life*Skills* programs.

- Average age is 17 years old;
- Eighty percent of students arrive with five or fewer high school credits, placing them more than one year behind in satisfactory completion of course work for graduation;
- Fifty-one percent are unemployed;
- A majority have had negative experiences in traditional public school settings;
- Most are at, on average, a sixth grade reading level and seventh grade level in math;
- Prior to enrollment in this program, many students have a history of disciplinary and attendance problems, are "special needs" students, and/or have social barriers to learning, such as pregnancy and poverty.

According to the US Census data (2009) 24.1% of Warrensville Heights' adult population has has not high school. The Warrensville Heights school district 2011 Ohio Local Report Card results underscore the need for greater, more meaningful choices in schools. During the 2010-2011 academic year the district received a designation of "Academic Watch", achieved 3 out of 26 State performance indicators and is listed as one of the 5 lowest performing districts in the state. Students in grades 3 – 11 continue to perform well below state requirements in reading, math and science.

Note: All statistical data cited herein is based on the 2010-2011 school report for the Warrensville Heights School District which can be found on the website of Ohio Department of Education.

The Enrollment Plan may be modified by the initial and future capacity of the school facility.

Grades	Number of Students				
	Year 1 2012-13	Year 2 2013-14	Year 3 2014-15	Year 4 2015-16	Year 5 2016-17
9	25	30	35	40	50
10	25	30	40	45	50
11	25	30	35	45	50
12	25	35	40	45	50
Total Students	100	125	150	175	200
Classes Per Grade	1	1-2	1-2	1-2	1-2
Average Number of Students Per Class	25	30	30	30	30

The Life Skills Center is intended to be a drop out recovery high school serving students only in grades 9-12 aged 16-22. Therefore, the School shall only serve grades 9-12, and the School shall open with the ability to serve grades 9-12.. Additionally, in an effort to focus on the goal of providing a significant amount of personalized remediation, the grade levels are kept small in an effort to foster academic growth. At its largest the School would serve a maximum of 200 students. The School has no plan to expand its grade levels served, however the School may choose to exercise the option provided in the Ohio Revised Code which would allow it to operate in more than one facility by offering satellite campuses. Should the School choose to exercise its option to expand to satellite locations, no location would serve more than 200 students through grades 9-12 at any one time. As the School is designed to be a drop out recovery school in an urban setting, the School's demographic will most likely mirror the demographics of the community in which it is located. Based on the demographic information from other Life Skills Centers already in operation around the State, the School's demographic will be approximately 50% African American, approximately 80 % economically disadvantaged, and approximately 15% of the students will be special education students.

ATTACHMENT 1

ADDENDUM TO COMMUNITY SCHOOL APPLICATION

Pursuant to Amended Substitute House Bill 153, applicant state that it will:

- Supply evidence necessary to show applicant's ability to provide any required bond or guarantee, which shall be used to pay the state any moneys owed by the community school in the event the school closes;

- Comply with all applicable provisions of Revised Code chapter 3314, including the requirement to be established as a nonprofit corporation or public benefit corporation in accordance with division (A)(1) of section 3314.03 of the Revised Code as indicated in the Community School Contract;

- Attest that no unresolved finding of recovery has been issued by the auditor of state against any person, group of individuals, or entity that is a party to this Application and no person who is party to this Application has been a member of the governing authority of any community school that has permanently closed and against which an unresolved finding of recovery has been issued by the auditor of state;

- Be nonsectarian in its programs, admission policies, employment practices, and all other operations, and will not be operated by a sectarian school or religious institution;

- Be a new start-up school;

- Employ only those teachers licensed in the manner prescribed by division (A)(10) of section 3314.03 of the Revised Code in addition to those requirements set forth in the Community School Contract;

- Comply with all of the provisions of law enumerated in divisions (A)(11)(d) and (e) of section 3314.03 of the Revised Code and of division (A)(11)(h) of that section, if applicable;

- Comply with division (A)(11)(f) of section 3314.03 of the Revised Code relating to the school's graduation and curriculum requirements;

- Provide a description of the school's mission and educational program, the characteristics of the students the school is expected to attract, the ages and grade levels of students, and the focus of the curriculum outlined in Attachment 7 to this Application;

- Provide a description of the school's governing authority outlined in attachment 6 to this Application, which shall be in compliance with division (E) of section 3314.02 of the Revised Code and will not permit any person to serve on the governing authority or operate the community school under contract with the governing authority so long as the person owes the state any money or is in a dispute over whether the person owes the state any money concerning the operation of a community school that has closed, not permit any person to serve on the governing authorities of more than two start-up community

schools at the same time; not permit any present or former member, or immediate relative of a present or former member, of the governing authority of any community school established under this chapter to be an owner, employee, or consultant of any nonprofit or for-profit operator of a community school, unless at least one year has elapsed since the conclusion of the person's membership;

- Provide a description of the school's admission and dismissal policies, which shall be in compliance with divisions (A)(5) and (6) of section 3314.03 of the Revised Code as outlined in the Community School Contract;

- Provide a description of the school's business plan, including a five-year financial forecast as outlined in the Community School Contract;

- Provide a description of the applicant's resources and capacity to establish and operate the school as outlined in Attachment 2;

- Provide a description of the school's academic goals to be achieved and the method of measurement that will be used to determine progress toward those goals, which shall include the statewide achievement assessments as outlined in the Community School Contract and Attachment 7;

- Provide a description of the facilities to be used by the school and their locations as outlined in Attachment 5; and

- Provide a description of the learning opportunities that will be offered to students including both classroom-based and nonclassroom-based learning opportunities that are in compliance with criteria for student participation established by the department under division (L)(2) of section 3314.08 of the Revised Code as outlined in Attachment 7.

APPLICANT CERTIFICATION

I hereby certify the information in this addendum is complete and accurate to the best of my knowledge and acknowledge my obligation to promptly inform Ohio Department of Education of any material changes.

Applicant Signature _____ Date 9/28/11

ATTACHMENT 2

Ohio Department of Education

Deborah S. Delisle, Superintendent of Public Instruction

Operator Information Sheet for Opening a New Start-Up Community School in partnership with a highly rated Ohio community school

Sponsor: Ohio Department of Education
Name of **Proposed** School: Signal Tree Academy Northeast, Inc.
District of location of **Proposed** School: Cleveland
Name of **Successful** School: See Attached
IRN of **Successful** School: See Attached

Operator Name: White Hat Management, LLC
E-mail Address: Rodd.Coker@whitehatmgmt.com
Physical Address: 159 S. Main Street, Suite 600, Akron, Ohio 44308
Phone: (330) 252-8908 Fax: (330) 252-8908

Checklist for required documents:

Required for each new start-up:		*And if the Operator works with out-of-state charters:*	
Contract between the Operator & the Successful School's Governing Authority	X	Documents showing the names and ratings of Ohio community schools that contract with the Operator and are rated CI or higher on the 2009-2010 LRC	
Copy of 2009-2010 LRC for the Successful School	X	Documents showing the names and ratings of out-of-state charters that contract with the Operator and are rated CI or higher for the most recent school year	
Copy of agreement between the Operator & the Proposed School's Governing Authority	X	Documents showing the names of Ohio community schools that contract with the Operator and have contracted executed after June, 2007	

Please send this Information Sheet along with the required documents to:

Office of Community Schools
25 South Front Street, Mail Stop 307
Columbus, Ohio 43215-4183
Attention: Operator Information

The Ohio Department of Education
Office of Community Schools
25 South Front Street, Mail Stop 307
Columbus, OH 43215-4183
Office phone – 614-466-7058
Fax 614 466-8506

Operator Provision

1. Contract – Operator & Successful School
2. 2009-2010 LRC for Successful School
3. Contract – Operator and Proposed School

AMENDED AND RESTATED MANAGEMENT AGREEMENT

THIS AMENDED AND RESTATED MANAGEMENT AGREEMENT ("Agreement") is entered into effective as of this 7th day of August, 2008, by and between WHLS of Ohio, LLC, a Nevada limited liability company (the "Company") and Life Skills Center of Canton, an Ohio not-for-profit corporation (the "Non-Profit").

WITNESSETH:

WHEREAS, the Non-Profit is a not-for-profit corporation which continuously strives to improve its community and the lives of its residents;

WHEREAS, the Non-Profit is aware of the increasing problem of high school aged children in its community dropping out of high school whereby these students do not receive a satisfactory education, which is vital to their success in life;

WHEREAS, the Non-Profit desires to educate high school students in the Stark County area and other at risk students, and to help said students to find employment opportunities;

WHEREAS, the Non-Profit is aware of a unique group of schools called "Life Skills Centers" that strive to reach out to students who have dropped out of, or are at risk of dropping out of, their respective high schools, and provide those individuals with a high school education, employability skills training and other life skills which are necessary to commence and live a successful and rewarding life;

WHEREAS, the Non-Profit desires to continue the operation of a Life Skills Center;

WHEREAS, the Non-Profit does not currently possess all of the requisite knowledge, skills and experience to operate a Life Skills Center independently;

WHEREAS, the Non-Profit does not have all the requisite financial and operational resources to hire and train personnel, purchase furniture, equipment, software and materials, and perform other actions necessary to properly open, run and maintain a charter school;

WHEREAS, the Company has developed the Life Skills Center Educational Model and has aided in the formation and operation of more than thirty Life Skills Centers and provides the requisite educational, managerial, financial and other consulting services necessary which would not normally be available;

WHEREAS, the Non-Profit desires the Company to provide such requisite management, educational, financial and other consulting services necessary to operate a Life Skills Center all in accordance with the charter school contract entered into with its Authorizer (the "Contract"); and

WHEREAS, the Company desires to provide the aforementioned services and other expertise referenced above.

NOW, THEREFORE, in consideration of their mutual promises and covenants, and intending to be legally bound hereby, the parties hereto agree as follows:

1. Statement of Mission and Purpose; Services and Deliverables.

A. Mission and Purpose. The parties acknowledge and agree that the following statement (herein referred to as the "Statement of Mission and Purpose") reflects the overall principles and philosophy upon which the School is being developed and that all services to be provided and all obligations of the parties hereunder are to be in accordance with these overriding principles:

i. The Non-Profit has developed a philosophy of recognizing each student as an individual. The educational program, goals and objectives, and methods of accountability toward the objectives, must be set according to the situation of each individual student. Each student must be offered the opportunity to learn at his/her own pace, but at the same time recognizing that he/she must reach certain milestones in each educational calendar year that support the State's learning requirements.

ii. The Non-Profit has selected an electronic based/teacher assisted delivery as the model to implement this philosophy. The goal of the Non-Profit is to provide a school program and educational opportunities for students that might not be best suited for traditional schools and to maximize development and learning for students leading to a high school diploma. These students include, but are not necessarily limited to:

a. Students who have dropped out of their school of last attendance or who are perilously close to doing so;

b. Students looking to improve the remedial support of their academic program on a more individual basis which cannot be obtained in a traditional high school environment;

c. Students who may suffer emotional distress/social issues from relationship issues within traditional school environments;

d. Students with other family requirements and/or commitments that may prevent attendance at regularly scheduled programs at traditional local schools.

iii. The Educational Model must offer students the ability to be challenged, and it must support remediation efforts that might be applicable. Students should not be limited in development in one subject area due to performance limits in other subject areas.

iv. Objectives for academic progress for each school calendar period must be defined, and progress toward these objectives must be demonstrated and communicated to the student in each calendar period.

v. Students must accomplish progress toward the diploma and toward all other School requirements in its Contract on an annual basis.

vi. Enrollment of each student must be reviewed, documented, and controlled to be able to justify that: (a) the student meets recommendations supporting admission to the School; and (b) academic progress is being met according to the student's objectives for the calendar period.

vii. Recognizing that student learning is often related to a teacher's ability to assist the learning process, the School requires a teacher development program to define teacher qualifications and performance requirements, to regularly document and communicate perceived performance, and to implement a professional development program aimed at improving the effectiveness of each teacher's ability to help students' learning, in general.

viii. The School must demonstrate curriculum alignment with the state standards applicable to the School.

ix. In particular, the School should provide development of communication skills, writing and speaking, and should offer a mechanism for development of teamwork skills.

x. All requirements of local, state and federal laws relating to charter schools must be met, and all audits relating to the demonstration of these requirements must be successfully completed, given allowance for appropriate time for documentation, reporting, analysis, and rectification of any non-compliances and complaints.

B. In accordance with the foregoing, the Company, among other things, shall provide the School the following services subject to the approval of the Non-Profit Board:

i. School Facility.

a. Identify the demographics of the population of students that the School may appeal to;

b. Identify necessary components of and possible ideal locations for the School's Facility;

c. Identify, investigate and evaluate specific options available for the School Facility in identified areas;

d. When a qualified potential School Facility is located, negotiate the lease or purchase of the School Facility (in the event that a lease is chosen, the lease shall be entered into by the Company and the Company will use good faith efforts to negotiate a right to assign the lease to the Non-Profit, at the Non-Profit's option), and

e. Make reasonable improvements in the School Facility as needed for the School's operations and the safety, health and welfare of the School's students.

ii. Equipment, Technology, and Operational Support Services:

a. Research, investigate and evaluate possible manufacturers and equipment that can assist the Non-Profit to achieve its mission, educational goals and performance objectives as stated in the Contract and as reflected in the Statement of Mission and Purpose;

b. Once possible alternatives are identified, perform additional due diligence regarding terms, conditions and pricing of manufacturer, equipment and competitors;

c. Negotiate the terms of the purchase or lease of all furniture, computers, software, equipment, and other personal property necessary for the operation of the School; and

d. Consummate the purchase or lease of the equipment and from the time of the purchase or lease and at all times thereafter, manage and maintain the equipment in proper working order (provided that any leases shall be entered into by the Company and the Company shall use good faith efforts to negotiate a right to assign the lease to the Non-Profit, at the Non-Profit's option).

e. Fully integrate the purchased technology with the School's curriculum;

f. Perform initial and ongoing staff and teacher training with respect to the technology and various procedures, including utilization of forms and systems;

g. Consult and advise in implementing accounting and bookkeeping systems and preparing for annual audits as required by the State or any other governmental entity having jurisdiction over the School;

h. Perform quality data tracking, including, but not limited to, student data such as attendance, performance, etc., and tying together all school data as the technology system is developed;

i. Provide periodic reports on student performance, and whether educational goals and measurements are being achieved as required by the Contract;

j. Provide access to Company supply sources (including supply sources of affiliates of the Company) to obtain centralized purchasing discounts where applicable and available;

k. Consult on physical facility layout, maintenance and capital improvements; and

l. Perform such other technology support services as are from time to time requested by the Non-Profit Board and mutually agreed upon by the Non-Profit and the Company.

iii. Management and Management Consulting:

a. Perform day-to-day management of the School, in accordance with the Statement of Mission and Purpose of the Non-Profit, the Contract and subject at all times to the direction given by the Non-Profit Board;

b. Perform Educational Model, curriculum and program development subject to the review and approval of the Non-Profit Board;

c. Perform repeated evaluation, assessment and continuous improvement of the School's Educational Model, curriculum and program;

d. Assist in preparation of the budget and financial reports for submission to the Non-Profit Board for approval illustrating, among other things, actual results and how those results align with the projected budgets and explaining variances;

e. Perform other consulting and liaison services with governmental and quasi-governmental offices and agencies as are necessary in day-to-day operations or required by the Contract;

f. Perform advisory services regarding special education and special needs students, programs, processes and reimbursements through the Company's Special Education Department;

g. Provide all data information management services, testing, and testing analysis;

h. Draft operations manuals, forms (including teacher contracts, applications, enrollment and similar forms), and management procedures, as the same are from time to time developed by the Company;

i. Assist in identifying and applying for grants;

j. Assist in spending and administering any grant funding obtained in compliance with the specific terms and conditions of said grants and participating in any audits related thereto;

k. Coordinate with other advisors engaged by the Non-Profit Board, including, but not limited to, legal and financial advisors;

l. Perform such other reasonable management and management consulting services as are from time to time requested by the Non-Profit Board and mutually agreed upon by the Non-Profit and the Company, including, but not limited to, attendance at the Non-Profit Board's meetings and marketing the School's programs.

iv. Insurance:

a. Evaluate appropriate types and levels of insurance coverage for the operations of the School taking into account the activities of the School and the Company and the types and levels of insurance maintained by similarly situated schools; and

b. Obtain quotes for such insurance from reputable providers and purchase and at all times maintain adequate insurance coverage.

c. The Company shall maintain the following insurance covering its operations:

1. General Casualty and Risk Insurance on the School facility in an amount not less than full replacement value.

2. General Liability Insurance in an amount of not less than One Million Dollars per occurrence and Five Million Dollars aggregate.

2. Term. The term of this Agreement shall be divided into two phases:

A. The Initial Phase. The Initial Phase, which shall commence on the date of this Agreement and shall remain in effect through the last day of the fiscal year ending June 30, 2013; and

B. The Renewal Phase. The Renewal Phase, shall automatically renew this Agreement for two additional, five (5) year terms unless one party notifies the other party on or before February 1 prior to the expiration of the then-current term of its intention to not renew this Agreement.

i. Renewal Phase I will remain in effect through June 30, 2018, and
ii. Renewal Phase II will provide an additional five (5) year term through June 30, 2023.

Additionally, this Agreement shall not renew in the event that the Contract expires or is otherwise terminated.

3. Contract. The Non-Profit Board of Directors (the "Non-Profit Board") shall govern the School and be responsible for its operation in accordance with the Contract. In order to assist the Non-Profit Board and the School in carrying out the terms of the Contract, the Non-Profit Board hereby contracts with the Company to provide the Educational Model and any and all functions, equipment, supplies, facilities, services and labor relating to the provision of education, management and day-to-day operation of the School, all in strict accordance with the terms and conditions of the Contract and in keeping with the Statement of Mission and Purpose. The Company will assume all financial risk associated with the day-to-day operation of the School, except as otherwise specifically set forth herein.

In the event that mandated changes or modifications occur within the contractual relationship by and between the Sponsor and the Non-Profit Board, such changes or modifications shall not affect the responsibilities between the Company and the Non-Profit Board during the current term of this Agreement.

Subject to Section 4 below, the Non-Profit Board will be responsible, at its sole cost and expense, for the following expenses: directors' and officers' insurance, legal fees for representation of the Non-Profit Board, general accounting, audit and tax preparation fees (not day-to-day financial management of the School which shall be the responsibility of the Company), and any other miscellaneous expenses, costs and/or fees involved with the Non-Profit Board's oversight of the Company's performance or not incurred in the normal day-to-day operation of the School (the "School Expenses").

4. School Expense Accommodation by the Company. During the time this Agreement is in effect, the Company shall pay, which payment shall be treated as an advance against future revenues by the Company to the Non-Profit and which shall be evidenced by a loan, any properly incurred School Expense under the following terms and conditions: (a) a reasonable estimate of the expense is submitted to the Company by the Non-Profit and is approved by the Company, in writing, prior to the expense being incurred; (b) the Non-Profit has not received funding from any source for the operation of the School sufficient to pay the School Expense; and (c) such School Expenses advanced by the Company as set forth above, shall be payable by the Non-Profit, in whole or in part, at such time as the Non-Profit receives revenue to pay the same and carry a cash surplus in its accounts equal to at least three months of reasonably anticipated operating expenses. Such advance shall be evidenced by a Promissory Note, Security Agreement and UCC Financing Statements acceptable to the Company and the Non-Profit. In no event shall any such promissory note provide for recourse against any member of the Board, management of the School or any other third party.

5. Responsibility. The Company shall be responsible and accountable to the Non-Profit Board for the administration, operation and performance of the School in accordance with the Non-Profit's Contract, the Statement of Mission and Purpose and the laws of the State of Ohio. The Company shall:

A. Provide information and written reports reasonably requested by the Non-Profit Board and consistent with the Statement of Mission and Purpose, including periodic reports on student performance, copies of all reports and other materials provided to the oversight entity and evidence of compliance with the terms of the Contract;

B. Meet with the Non-Profit Board on such frequency as the Non-Profit Board shall reasonably request.

6. Educational Program. The Educational Model and program developed and provided by the Company to the Non-Profit has been approved by the Non-Profit Board and may be adapted and modified by the Company from time to time, as mutually agreed upon by the Non-Profit and the Company. The Non-Profit and the Company agree to work together to effectuate any necessary change in the educational program, recognizing that an essential principle of this educational program is its flexibility, adaptability and capacity to change in the interest of continuous improvement and efficiency, provided that any such changes shall be consistent with the Statement of Mission and Purpose.

7. Subcontracts. The Company reserves the right to subcontract any and all aspects of services it agrees to provide to the School. The Company shall be solely responsible for all costs, expenses and fees associated with such subcontractors.

8. Operations. In providing services required by this Agreement, the Company must observe and comply with all applicable federal, state and local statutes, and the requirement that the Non-Profit be able to maintain its tax-exempt status under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, once tax-exempt status is obtained. The Company shall be responsible and accountable to the Non-Profit Board for the administration, operation and performance of the School in accordance with the Non-Profit's Contract.

9. Student Recruitment. Subject at all times to the direction of the Non-Profit Board, the Company shall be responsible for the recruitment and enrollment of students subject to general recruitment and admission policies. Students shall be recruited and selected in accordance with the procedures set forth in the Contract and in compliance with all applicable federal, state and local law.

10. Rules and Procedures. The Company shall propose and the Board shall adopt reasonable rules, regulations and procedures applicable to the School, and the Company shall be required by the Non-Profit to enforce such rules, regulations and procedures at all times.

11. Authority. The Company shall have the authority and power necessary to undertake its responsibilities described in this Agreement, subject at all times to the direction of the Non-Profit Board.

12. Obligation of the Non-Profit Board. The Non-Profit Board shall work with the Company to develop policies, rules, regulations, procedures, curriculum, and budgets which the Company shall implement and follow in providing the Educational Model.

13. Fees.

A. Educational Model Development Fee. As the Company is directly liable for the development and day-to-day-operations of the School, the Non-Profit shall pay to the Company the sum of any grants intended to cover start-up costs of the School to the extent permitted by the terms of such grants, which shall be non-refundable and deemed fully earned when paid.

B. Management, Consulting, and Operation Fee. The Non-Profit shall pay a monthly continuing fee (the "Continuing Fee") to the Company of Ninety-Seven Percent (97%) of the Qualified Gross Revenues of the Non-Profit. Gross revenues shall include any revenue per student received by the Non-Profit from the State of Ohio Department of Education and other federal, state and local revenue the Non-Profit receives, unless those revenues are otherwise provided for herein (the "Qualified Gross Revenues"). Qualified Gross Revenues do not include: student fees, charitable contributions, PTA/PTO income, federal title programs and such other federal, state, and local government grant funding designated to compensate the Non-Profit for the education of its students, development of its facilities, financing of its operations and other miscellaneous revenue received which funds shall be paid to the party bearing the expense.

The Continuing Fee shall be paid on or before the 15th day of each month based upon an estimate of monthly Qualified Gross Revenues agreed upon by Non-Profit and Company subject to semi-annual reconciliation based upon actual revenue received (including the final month of the term, even though the payment may be made beyond expiration of the term).

C. Payment of Costs. Except as otherwise provided in this Agreement, all costs incurred in providing the education program and day-to-day operation at the School shall be paid by the Company. Such costs shall include, but shall not be limited to, compensation of all personnel, curriculum materials, textbooks, computer and other equipment, software, supplies, building payments, maintenance, and capital improvements. It is understood that upon termination of this Agreement all personal property used in the operation of the School which is owned by the Company, other than proprietary materials of the Company, shall become the property of the Non-Profit free and clear of all liens or other encumbrances upon the Non-Profit paying to the Company an amount equal to the "remaining cost basis" of the personal property on the date of termination, less any developmental or start-up grants received for said personal property. The "remaining cost basis" of such personal property shall be calculated based upon the undepreciated cost of such property based upon the straight line method of depreciation over the life of such property, as established by the following property classifications: computers and software, three (3) years; furniture, fixtures, and textbooks, five (5) years, leasehold improvements, twenty (20) years. Depreciation will begin on the date that each item of personal property was first placed in service.

In the event the Non-Profit purchases the personal property, it must purchase all of the personal property, except any proprietary materials and must also lease or purchase any real property used in school operations.

D. Grants. The Company, from time to time, may apply for available grants in the name of the Non-Profit, which will (i.) provide additional funding to the Non-Profit, (ii.) aid the Non-Profit in fulfilling the terms of the Contract, and/or (iii.) provide additional services and programs to the students.

The Non-Profit Board shall approve grant applications including any fees to be paid. Following the expenditure of said grant funds, the Non-Profit Board may direct and participate in any audit of said funds and the Company shall provide to the Non-Profit any information requested which bears upon the audit.

All fees payable hereunder shall, at the Company's option, be made via electronic funds transfer. The Non-Profit shall cooperate with the Company to set up and establish necessary accounts and procedures. This Section 13 shall survive any expiration or termination of this Agreement until all payments earned prior to the date of such expiration or termination shall have been paid in full.

14. Personnel and Training.

A. Personnel Responsibility. In addition to the other duties to be performed by the Company hereunder, and subject to the oversight of the Non-Profit Board, the Company shall also have the responsibility and authority to determine staffing levels, salaries, and to select, evaluate, assign, discipline, transfer and terminate personnel, consistent with the Contract, the Statement of Mission and Purpose and state and federal law.

B. School Administrator. The Company will have the authority, consistent with the Contract and state law and subject to the oversight of the Non-Profit Board, to select and supervise the School Administrator and to hold him or her accountable for the success of the School. The School Administrator and the Company, in turn, will have similar authority to select and hold accountable the teachers in the School, subject to the oversight of the Non-Profit Board.

C. Teachers. Prior to the commencement of the first school year under this Agreement, and from time to time thereafter, the Company shall determine the number of teachers and the applicable grade levels and subjects required for the operation of the School, subject to the oversight of the Non-Profit Board. The Company shall provide the School with such teachers, qualified in the grade levels and subjects required, as are required by law, subject to the oversight of the Non-Profit Board. The curriculum taught by such teachers shall be the curriculum prescribed by the Company and approved by the Non-Profit Board. Such teachers may, at the discretion of the Company, work at the School on a full or part time basis.

D. Support Staff. Prior to the commencement of the first school year under this Agreement, and from time to time thereafter, the Company shall determine the number and functions of support staff, qualified in the areas required, as are required by the School, subject to the oversight of the Non-Profit Board. Such support staff may, at the discretion of the Company, work at the School on a full or part time basis.

E. Training. Subject to direction from the Non-Profit Board, the Company shall provide training in its methods, curriculum, program, and technology to all teaching personnel on a regular and continuous basis. Non-instructional personnel shall receive such training as the Company determines as reasonable and necessary under the circumstances, subject to direction from the Non-Profit Board.

F. Salary and Benefits. Upon the request of the Non-Profit, from time to time, the Company shall inform the Non-Profit of compensation and fringe benefit levels of any employee of the Company assigned to the School. For employees that the Company provides to the School, the Company assumes full responsibility and liability for benefits, salaries, worker's compensation, unemployment compensation, and liability insurance.

15. Additional Programs. The services provided by the Company and the Non-Profit under this Agreement consist of the educational program during the school year and school day, and for the age and grade level of students as set forth in the Contract, as such school year, school day, and age and grade level may change from time to time. The Non-Profit and the Company may decide to provide such additional programs as may be mutually agreed upon by the Non-Profit and the Company.

16. Termination by the Non-Profit. The Non-Profit may, at its option, terminate this Agreement upon the occurrence of any of the following events:

A. The Contract is not awarded;

B. The Company materially breaches this Agreement or the Contract and the Company does not cure said material breach within 30 days of its receipt of written notice from the Non-Profit, unless the breach cannot be reasonably cured within 30 days, in which case, the Company shall promptly undertake and continue efforts to cure said material breach within a reasonable time. Notwithstanding the foregoing, in the event that a material breach shall be such that it creates an imminent danger to the life of students, parents or others, said breach must be cured immediately upon written notice from the Non-Profit;

C. The Company files for bankruptcy or has a bankruptcy suit filed against it which is not dismissed within ninety (90) days, is insolvent, ceases its operations, admits in writing its inability to pay its debts when they become due or appoints a receiver for the benefit of its creditors;

D. Failure to maintain the insurance coverages as described above; or

E. The parties agree in writing to terminate the Agreement.

17. Termination by the Company. The Company may, at its option, terminate this Agreement upon the occurrence of any of the following events:

A. Excluding the first year of operation, if any academic year results in operating deficits, provided that any notice of termination delivered to the Non-Profit after school opens for education of students for any school year shall not be effective until the next succeeding academic year;

B. The Non-Profit fails to pay any fees due to the Company within fourteen (14) days of receiving written notice that such fees are due;

C. The Non-Profit is in material default under any other condition, term or provisions of this Agreement or the Contract, which default remains uncured for the period of thirty (30) days from the time that the Non-Profit receives written notice of said default, unless the default cannot be reasonably cured within 30 days, in which case the Non-Profit shall promptly undertake or continue efforts to cure said material default within a reasonable time;

D. Any adverse and material change in local, state or federal funding for the Non-Profit's students provided that any notice of termination delivered to the Non-Profit after school opens for education of students for any school year shall not be effective until the next succeeding academic year; or

E. Any Company facility that is instrumental to the implementation of the Educational Model or the day-to-day operations of the School is damaged so that, in the Company's reasonable discretion, providing, maintenance or continuing of School operations would be unfeasible, uneconomical or impractical, provided that notice of termination is delivered by the Company to the Non-Profit promptly (within sixty (60) days) after the occurrence of the event(s) giving rise to such right of termination.

In the event that the Non-Profit or the Company elects to terminate this Agreement for any of the aforementioned reasons, except failure to pay and the Non-Profit continues to pay the Company the fees due the Company pursuant to Section 13, then the Company shall continue to perform its obligations hereunder, notwithstanding such notice of termination, until the end of the then current academic year. In the event that the Non-Profit fails to continue to pay the fees owed to the Company pursuant to Section 13, the Company may terminate the Agreement after the expiration of the 14 day period and it shall not be obligated to provide any additional services, materials, equipment of facilities whatsoever.

18. Duties Upon Termination.

A. Upon termination of this Agreement for any reason whatsoever, the Non-Profit shall immediately pay to the Company and/or any of the Company's affiliates any monies owing to such person or entity. Furthermore, the Non-Profit shall return to the Company any materials containing the Educational Model, the Company's methods of instruction or operation and, subject to paragraph (B) below, all Company real and personal property, the parties acknowledging that, subject to paragraph (B) below, all such material purchased by the Company in furtherance of this Agreement shall be property of the Company. The Company shall assist the Non-Profit in any transition of management and operations, including, but not limited to, (i) the orderly transition of all student records and other Non-Profit property, equipment and material (if any), (ii) sending notices to students as reasonably requested by the Non-Profit, and (iii) at the Non-Profit's option, delivering student records directly to the students. This Section 18(A) shall survive any expiration or termination of this Agreement.

B. Upon termination of this Agreement for any reason, the Non-Profit shall have the right at its sole option, exercisable by written notice to the Company delivered within 30 days of the final date of termination, to (i) have all personal and real property leases

relating to operation of the School assigned to and assumed by the Non-Profit, to the extent permitted by the terms thereof and to the extent that such a right can be negotiated into any leases, and (ii) purchase all personal property owned by the Company (excepting any proprietary materials) including, but not limited to, facility improvements, and used exclusively or primarily in connection with the operation of the School. The purchase price for any such owned assets or improvements acquired under clause (ii) above shall be the "remaining costs basis" of such assets (as that term is defined below) at the time of purchase. This Section 18(B) shall survive any expiration or termination of this Agreement.

For purposes of this Agreement, the "remaining cost basis" of such personal property shall be calculated based upon the straight line method of depreciation over the life of such property, as established by the following property classifications: computers and software, three (3) years; furniture, fixtures and textbooks, five (5) years; buildings or leasehold improvements, twenty (20) years. Depreciation will begin on the date that each item of personal property was acquired by the Company. In the event that Non-Profit purchases the personal property it must purchase all of said personal property, except any proprietary materials, and must also exercise the Non-Profit's option to assume the lease of the School Facility and vice versa.

C. All financial, educational and student records of the Non-Profit are Non-Profit property and such records are subject to the Freedom of Information Act. In addition, all Non-Profit financial records shall be made available to the Non-Profit's independent auditor.

19. License. As was delineated earlier, the Company developed and owns proprietary rights to the Life Skills Center Educational Model and name. The Company hereby grants the Non-Profit a limited license to use the Educational Model and the name "Life Skills Center of Canton" (the "Name") in regard to its operation of the School. At such time as this Agreement is terminated or otherwise expires, the license granted herein shall automatically terminate and the Non-Profit shall (a) immediately cease use of the Name and Educational Model; (b) immediately begin doing business by some name other than the Name(s), which new name shall not consist in any variation or manner of the words "Life," "Skills," or "Center" used in combination with each other; and (c) notify the Authorizer of the Contract, the Department of Education and any other oversight entity of the name change including, but not limited to, the Secretary of State. This Section 19 shall survive any expiration or termination of this Agreement.

20. Relationship of the Parties. The parties hereto acknowledge that their relationship is that of each party being viewed as independent contractors. No employee, consultant or compensated individual of either party shall be deemed an employee, consultant, or compensated individual of the other party. Nothing contained herein shall be construed to create a partnership or joint venture between the parties.

21. No Third Party Beneficiaries. This Agreement and the provisions hereof are for the exclusive benefit of the parties hereto and their affiliates and not for the benefit of any third person, nor shall this Agreement be deemed to confer or have conferred any rights, express or implied, upon any other third person.

22. Notices. Any notices to be provided hereunder shall be in writing and given by personal service, mailing the same by United States certified mail, return receipt requested, and postage prepaid, facsimile (provided a copy is sent by one of the other permitted methods of notice), or a nationally recognized overnight carrier, addressed as follows:

If to the Company, to:	WHLS of Ohio, LLC 159 South Main Street 600 Key Building Akron, Ohio 44308 Attn: President Facsimile: 330-762-5037
With a copy to:	Brennan, Manna & Diamond 75 East Market Street Akron, Ohio 44308 Attn: John F. Martin Phone: 330-253-5060 Facsimile: 330-253-1977
If to the Non-Profit, to:	Life Skills Center of Canton 1100 Cleveland Avenue NW Canton, Ohio 44702 Attn: Board President Phone: Facsimile:
With a copy to:	April Hart Todd _____ _____ _____ _____

23. Severability. The invalidity or unenforceability of any provision or clause hereof shall in no way affect the validity or enforceability of any other clause or provision hereof.

24. Waiver and Delay. No waiver or delay of any provision of this Agreement at any time will be deemed a waiver of any other provision of this Agreement at such time or will be deemed a waiver of such provision at any other time.

25. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio without regard to any jurisdiction's conflict of laws provisions.

26. Assignment; Binding Agreement. Neither party shall assign this Agreement without the written consent of the other party, which consent shall not be unreasonably withheld or delayed. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

27. Independent Activity. All of the parties to this Agreement understand that WHLS of Ohio, LLC's business is to operate and manage charter schools throughout the State. As such, the parties agree that WHLS of Ohio, LLC, and its affiliates, may operate other charter schools in multiple states including the State of Ohio whether the same may be considered competitive with the School.

28. Representations and Warranties of the Company. The Company hereby represents and warrants to the School as follows:

A. The Company is duly organized, validly existing, and in good standing under the laws of the State of Nevada and has the authority to carry on its business as now being conducted and the authority to execute, deliver, and perform this Agreement.

B. The Company has taken all actions necessary to authorize the execution, delivery, and performance of this Agreement, and this Agreement is a valid and binding obligation of the Company enforceable against it in accordance with its terms, except as may be limited by federal and state laws affecting the rights of creditors generally, and except as may be limited by legal or equitable remedies.

C. The Company has made, obtained, and performed all registrations, filings, approvals, authorizations, consents, licenses, or examinations required by any government or governmental authority, domestic or foreign, in order to execute, deliver and perform its obligations under this Agreement.

D. The Company has the financial ability to perform all of its duties and obligations under this Agreement.

29. Arbitration.

A. In the event of any dispute between the parties hereto, the parties shall settle said dispute through arbitration (unless otherwise required by any applicable insurance policy or contract). In the event arbitration is the applicable form of dispute resolution, each party shall appoint one arbitrator and then the two previously selected arbitrators shall agree upon a third. The arbitration shall take place utilizing the then-current rules of the American Arbitration Association ("AAA") and shall take place in the State of Ohio, County of Summit.

B. The parties shall have the right of limited pre-hearing discovery, in accordance with the U.S. Federal Rules of Civil Procedure, as then in effect, for a period not to exceed sixty (60) days.

C. As soon as the discovery is concluded, but in any event within thirty (30) days thereafter, the arbitrators shall hold a hearing in accordance with the aforesaid AAA rules. Thereafter, the arbitrators shall promptly render a written decision, together with a written opinion setting forth in reasonable detail the grounds for such decision. Any award by the arbitrators in connection with such decision may also provide that the prevailing party shall recover its reasonable attorneys' fees and other costs incurred in the proceedings, in addition to any other relief which may be granted.

D. Judgment may be entered in any court of competent jurisdiction to enforce the award entered by the arbitrators.

30. Indemnification of the Parties. The Non-Profit and the Company (herein referred to as "Party" and/or "Parties") shall indemnify and hold harmless each other and its Board of Directors, employees, officers and affiliates from any and all claims, demands, actions, suits, causes of action, obligations, losses, costs, expenses, attorney fees, damages, judgments, orders, and liabilities of whatever kind or nature in law, equity or otherwise; arising from any of the following:

A. A failure of the Party or any of its officers, trustees, directors, or employees to perform any duty, responsibility or obligation imposed by law or by this Agreement or the Contract; and

B. An action or omission by the Party or any of its officers, trustees, directors, employees, successors, agents or contractors that results in injury, death or loss to person or property, breach of contract, or violation of statutory law or common law (state or federal).

31. Amendment. This Agreement may not be modified or amended except by a writing signed by each party hereto.

32. Counterparts. This Agreement may be executed in several counterparts, with each counterpart deemed to be an original document and with all counterparts deemed to be one and the same instrument.

33. Captions. Paragraph captions are used herein for references only and are not intended, nor shall they be used, in interpreting this instrument.

IN WITNESS WHEREOF, the parties hereto have set their hands by and through their duly authorized officers as of the date first above written.

NON-PROFIT:

Life Skills Center of Canton

By: Jack J. Calhoun
Its: Board President

COMPANY:

WHLS of Ohio, LLC

By: Mark A. Rice
Its: President

IRN # 142901

Life Skills Center Canton

Ohio Department of Education

1100 Cleveland Ave NW, Canton, OH 44702-1816 - Grades 9-12 - Stark County

2009-2010 School Year Report Card

Current Administrator: 330-456-4490

Your School's Designation: Continuous Improvement

Number of State Indicators Met out of 12	Performance Index (0-120 points)	Adequate Yearly Progress (AYP)	Value-Added Measure
1	75.0	Not Met School Improvement ‡ Improvement Year 5	–

‡ Students enrolled in Title I schools in School Improvement may be eligible for Public School Choice or Supplemental Educational Services. Contact your school for specific options available to your child.

The School Report Card for the 2009-2010 school year shows the progress schools have made based on four measures of performance:

- State Indicators
- Performance Index
- AYP (Adequate Yearly Progress)
- Value-Added

The combination of the four measures is the basis for assigning state designations to districts, buildings and community schools.

The six designations are:
- Excellent with Distinction
- Excellent
- Effective
- Continuous Improvement
- Academic Watch
- Academic Emergency

State Indicators

To meet a test indicator for grades 3-8 and 10, at least 75% of students tested must score proficient or higher on that test. Other indicator requirements are: 11th grade Ohio Graduation Tests, 85%; Attendance Rate, 93%; Graduation Rate, 90%.

On the Web: reportcard.ohio.gov

State Indicators

	Your School 2009-2010	School Comparison Group* 2009-2010	State 2009-2010
Percentage of Students at and above the Proficient Level			
3rd Grade Achievement	*The state requirement is 75 percent*		
1. Reading	–	66.7 %	78.4 %
2. Mathematics	–	64.6 %	76.9 %
4th Grade Achievement	*The state requirement is 75 percent*		
3. Reading	–	68.6 %	81 %
4. Mathematics	–	60.3 %	76.2 %
5th Grade Achievement	*The state requirement is 75 percent*		
5. Reading	–	51.6 %	71.8 %
6. Mathematics	–	53.1 %	67 %
7. Science	–	42.5 %	69.9 %
6th Grade Achievement	*The state requirement is 75 percent*		
8. Reading	–	75.0 %	84.1 %
9. Mathematics	–	66.1 %	77.4 %
7th Grade Achievement	*The state requirement is 75 percent*		
10. Reading	–	68.2 %	80.2 %
11. Mathematics	–	54.6 %	71.1 %
8th Grade Achievement	*The state requirement is 75 percent*		
12. Reading	–	62.5 %	80.9 %
13. Mathematics	–	47.4 %	69.2 %
14. Science	–	43.5 %	64.8 %
Ohio Graduation Tests (10th Grade)	*The state requirement is 75 percent*		
15. Reading	63.2 %	69.3 %	83 %
16. Mathematics	63.2 %	68.5 %	80.4 %
17. Writing	77.8 % ✓	76.8 %	84.1 %
18. Science	36.8 %	52.4 %	73 %
19. Social Studies	42.1 %	65.8 %	79.6 %
Ohio Graduation Tests (11th Grade) **	*The state requirement is 85 percent*		
20. Reading	80.0 %	82.4 %	91.6 %
21. Mathematics	46.2 %	76.8 %	89.2 %
22. Writing	80.0 %	88.4 %	93.2 %
23. Science	33.3 %	64.4 %	85.1 %
24. Social Studies	66.7 %	74.1 %	88.7 %
Attendance Rate	*The state requirement is 93 percent*		
25. All Grades	63.6 %	93.5 %	94.3 %
2008-09 Graduation Rate	*The state requirement is 90 percent*		
26. School	15.6 %	78.8 %	83 %

Any result at or above the state standard is indicated by a ✓

* *Your school comparison group is based on the performance of all schools in Canton City*

** *Cumulative results for students who took the tests as 10th or 11th graders.* -- = *Not Calculated/Not Displayed when there are fewer than 10 in the group.*

MANAGEMENT AGREEMENT

THIS MANAGEMENT AGREEMENT ("Agreement") is entered into effective as of this — day of March, 2011, by and between BHA Canton, LLC, a Nevada limited liability company (the "Operator") and Garfield Academy Inc., an Ohio not-for-profit corporation (the "Corporation"), which is governed by its Board of Directors (the "Board").

WITNESSETH:

WHEREAS, the Corporation is organized as an Ohio nonprofit corporation under Chapter 1702 of the Ohio Revised Code and the Corporation has entered and into a Community School Contract dated _____, 2011 (the "School Contract") with Buckeye Community Hope Foundation (the "Sponsor"), pursuant to which the Corporation is authorized to operate a community school under Chapter 3314 of the Ohio Revised Code (the "School").

WHEREAS, the Operator has developed an educational model which it utilizes to manage and operate a unique group of schools called "Brighten Heights and HOPE Academy" as more fully described in Exhibit A attached hereto and incorporated herein by reference (together with any future improvements, alterations or refinements thereto, the "Model"), and provides management services to community or charter schools throughout the State of Ohio and in other states, including educational, managerial, financial and other consulting services.

WHEREAS, the Corporation desires the Operator to provide such requisite management, educational, financial and other consulting services necessary to operate a community school all in accordance with the School Contract;

WHEREAS, the Operator desires to provide the aforementioned services and other expertise referenced herein;

WHEREAS the Corporation desires to contract with the Operator to provide the services and functions detailed herein, the Board agrees to evaluate the Company's performance utilizing a "how well" analysis instead of a "how will" analysis. Said analysis shall be mutually agreeable to both parties and must be permissible by law; and

WHEREAS the Operator desires to be evaluated on the aforementioned standard.

NOW, THEREFORE, in consideration of their mutual promises and covenants, and intending to be legally bound hereby, the parties hereto agree as follows:

1. **Term.** This Agreement shall have an initial term of four (4) five (5) years, commencing on March 10, 2011, and ending on June 30, 2015, unless sooner terminated as provided for herein. Thereafter, this Agreement shall automatically renew for two successive five (5) year terms unless one party notifies the other party not less than six (6) months prior to the expiration of the then current term of its intention not to renew this Agreement. In the event that the School Contract is terminated or not renewed for any reason and no similar contract is obtained from the Sponsor or another authorized sponsor, this Agreement shall terminate at the completion of the then-current school year.

2. **The School Contract.** The Corporation shall be responsible for its own corporate governance and operation in accordance with applicable law. In order to assist the Corporation in carrying out the terms of the School Contract, the Corporation hereby contracts with the Operator to provide the Model and any and all functions, equipment, supplies, facilities, services and labor relating to the provision of education, management and day-to-day operation of the School as provided for herein.

In providing services required by this Agreement, the Operator must observe and comply with all applicable federal, state and local statutes, and the requirement that the Corporation qualify as a "public benefit corporation" as defined in R.C. § 1702.01(P). The Operator shall be responsible and accountable to the Board for the administration, operation and performance of the School in accordance with the School Contract, except for the Corporation's accounting, financial reporting and audit functions which will be performed by the designated fiscal officer hired by the Corporation at its own expense at a rate not to exceed industry standard amounts as agreed upon by the Operator and the Corporation. If the Corporation appoints the Operator as its designated fiscal officer, the Operator shall provide such accounting, financial reporting and audit functions for no additional cost or fee. The Corporation shall not amend the School Contract in a manner which would materially affect the responsibilities and obligations between the Operator and the Corporation during the term of this Agreement without the Operator's approval.

3. **Management Services.** The School further contracts with the Operator, to the extent permitted by law, to provide the functions outlined below relating to the provision of educational services and the operation of the School. The Operator will provide the School the following services:

(a) **Objectives for Academic Progress.** The Operator shall report academic progress consistent with the provisions of the School Contract to the Board annually with regular updates provided at Board meetings if so requested by the Board.

(b) **Curriculum Development.**

(i) The Operator shall provide and select all curricula. The Operator shall provide curriculum that is aligned with the state standards applicable to the School, and shall monitor and continuously assess the curriculum and standardized testing procedures.

(ii) The Operator shall evaluate and assess the School's accountability system on an annual basis. The Operator may from time to time redefine, modify and/or replace curriculum models and testing procedures.

(iii) The Operator shall annually identify its gifted education and special education plans to the Board consistent with the provisions of the School Contract and shall report to the Board at regular meetings and seek the Board's approval of any material changes or modifications to the programs.

(c) **Staffing of School Level Positions and Professional Development.**

(i) The School Administrator and teachers are employees of the Operator, and as such, the Operator shall make all decisions regarding hiring, termination, staffing composition, training, and professional development, except that the Corporation may at its discretion appoint a Director or a Board Committee to work with the Operator in the hiring process for the selection of the School Admistrator, including being present during interviews. The Operator has final approval and authority to make a determination as to the appropriate Administrator.

(ii) The Operator shall establish and maintain on a continuous basis such teacher development programs to define teacher qualifications and performance requirements as the Operator deems appropriate. The Operator shall similarly implement a professional development program aimed at improving the effectiveness of each teacher's ability to help students' learning, in general.

(iii) The Operator shall coordinate ongoing teacher training with respect to technology; and shall provide training in its methods, curriculum, and programs on a regular and continuous basis.

(iv) Non-instructional personnel shall receive such training as the Operator determines to be reasonably necessary from time to time.

(d) **School Facility and Facility Management.**

(i) The Operator will provide a facility for the School. The Operator intends for the School to initially be located at 1379 Garfield Avenue, SW Canton, Ohio, 44706 or such other facility as shall be selected by the Operator. During the term of this Agreement, the School Facility shall be used only to carry out the terms and conditions of the School Contract, educational purposes not inconsistent with the School Contract and other uses which do not violate the School Contract, do not conflict with applicable laws, and do not conflict or interfere with the operation of the School or the safety and security of the School and its students.

(ii) The Operator shall be responsible for maintenance, custodial and security services for the School Facility.

(iii) The Operator shall be responsible for making reasonable improvements to the School Facility as needed for the School's operation, safety, health and welfare of the School's students. All upkeep and improvements shall be made in accordance with applicable law and reasonable Sponsor mandates. Said improvements shall be made in a timely and reasonable manner.

(iv) Upon the recommendation of the Operator and subject to approval by the Board, which approval shall not be unreasonably withheld, the Operator may increase or decrease the size of the School Facility or move the School Facility to another location by leasing or purchasing a suitable facility for the School's operations as defined by State and Federal Law and in compliance with the School Contract..

(v) In the event the School Facility or any portion thereof is determined to be or becomes unsafe or otherwise unsuitable for the School's operations to the extent that use thereof must cease immediately, the Operator may relocate some or all of the School operations to another suitable location on a temporary or permanent basis, as required by the circumstances, without first obtaining the Board's approval under (iv) above. The Operator shall notify the Board and the Sponsor immediately in the event of any such relocation and shall, in a timely fashion, provide the Board and the Sponsor with reasonable proof that the alternate location is a suitable facility for the School's operations as defined in the School Contract.

(vi) The Operator shall annually report on changes in the location, physical facility layout and capital improvements involved with the School Facility.

(e) **Equipment, Technology, and Operational Support Services.**

(i) The Corporation shall make all furniture, computers, equipment, and other personal property currently owned or hereafter acquired by it for use in the operation of the School, available to the Operator throughout the term hereof for continued use in the operation of the School. The Operator shall negotiate the terms of the purchase or lease of any additional furniture, computers, software, equipment, and other personal property necessary for the operation of the School. The Operator shall purchase or lease all furniture, computers, software, and other personal property necessary for the operation of the School which is not provided by the Corporation. If equipment is purchased on behalf of the Corporation using funding specifically provided by the Corporation pursuant to Section 7(e)(ii), it will be titled in the Corporation's name instead of the Operator's name. However, in no event shall any of the Continuing Fee or any operational grant funds be used for the purchase of Corporation-titled equipment.

(ii) The Operator shall consummate the purchase or lease of the equipment and from the time of the purchase or lease and at all times thereafter, manage and maintain the equipment in proper working order. The foregoing shall not limit the Operator's ability to sell, scrap or dispose of its own equipment which is obsolete, unneeded, excessive, broken or inoperable as determined by the Operator in its sole discretion.

(iii) The Operator shall provide to the Board as requested, access to the Operator's supply sources (including supply sources of affiliates of the Operator) to obtain centralized purchasing discounts for the School where applicable.

(f) **Management and Management Consulting.** It is the responsibility of the Operator to perform as follows:

(i) Perform all functions pertaining to school operations and day-to-day management of the School, in accordance with the School Contract.

(ii) Provide the Model, curriculum and program development as discussed in this Agreement and the School Contract.

(iii) Perform other consulting and liaison services with governmental and quasi-governmental offices and agencies as are necessary in day-to-day operations of the School or as required by the School Contract;

(iv) Perform advisory services regarding special education and special needs students, programs, processes and reimbursements through the Operator's Special Education Department;

(v) Provide all data information management services, testing, and testing analysis required by law or otherwise deemed necessary or useful by the Operator and provide the same to the Sponsor if required by the School Contract;

(vi) Draft operations manuals, forms (including teacher contracts, applications, enrollment and similar forms), and management procedures, as the same are from time to time developed by the Operator;

(vii) Provide marketing services as described in Exhibit B attached hereto and incorporated herein.

(g) **Student Recruitment.** The Operator shall be responsible for the recruitment and enrollment of students at levels that it determines optimal, subject to the Operator's general recruitment and admission policies. Students shall be recruited and selected in accordance with the procedures set forth in the School Contract and in compliance with all applicable federal, state and local law.

(h) **School Level Policies.** The Operator shall propose and the Board shall adopt reasonable policies applicable to the School, which shall be consistent with this Agreement, Neither party may unilaterally adopt or impose any rules, regulations or procedures, or amendment or supplements to any of the foregoing without the prior written approval of the other party.

(i) **Authority.** The Operator shall have the authority and power necessary to undertake its responsibilities described in this Agreement.

(j) **Subcontractors.** The Operator reserves the right to subcontract services to be provided hereunder without the Board's approval; provided however that Board approval shall be required in the event the aggregate annual cost of any individual service exceeds 50% of the Continuing Fee. The Operator shall be solely responsible for all costs, expenses, and fees associated with such subcontractors.

4. **Purchases with Corporation Funds.** Any property purchased by the Operator on behalf of the Corporation with the Corporation's funds, such as curriculum materials, books and supplies, and equipment which, by the nature of the funding source, must be titled in the Corporation's name will be the property of the Corporation; provided that the Corporation must fund the purchase of such Corporation-titled assets with grants for that specific purpose or from other funds available to the Corporation. In no event shall any of the Continuing Fee, any separate funds belonging to the Operator or any operational grant funds be used for the purchase of Corporation-titled equipment. The Operator shall permanently mark or tag with a number any property owned by the Corporation in accordance with School policy and keep an inventory of said property.

5. **Insurance and School Responsibilities.**

(a) **The Operator.** The Operator shall at its expense, maintain such commercial general liability insurance and other insurance required by the School Contract, except the Directors and Officers insurance, which shall be maintained by the Corporation. The limits of the Operator's primary and umbrella insurance policies shall at all times meet or exceed the requirements set forth in the School Contract. The Operator's policies shall name the Corporation and the other parties mentioned in the School Contract as insureds, or as an additional insureds on an Operator policy. A certificate of insurance evidencing such coverages shall be provided upon reasonable request. All such policies of insurance shall be issued by responsible companies of recognized standing authorized to do business in the State, shall be written in standard form, and shall provide that the policies shall not be cancelable except upon (30) days written notice to the Corporation. Upon the Corporation's request, the Operator shall deliver to the Corporation a copy of such policies and other written confirmation acceptable to Corporation, together with evidence that the insurance premiums have been paid.

(b) **The Corporation.** The Board will be responsible for its directors' and officers' insurance, legal fees for the representation of the Board and general corporate matters, accounting, audit, tax and consulting fees for the School and other expenses approved by the Board.

6. **Budget.**

(a) **Projected Budget.** The fiscal officer shall provide the Board with an annual projected Budget for the Corporation (the "Budget") which shall be submitted prior to the June 30th immediately preceding the next academic year.

(b) **Budget Detail.** The Budget shall be limited to the level of detail required for public auditing purposes.

(c) **Approval.** The Budget shall be prepared by the fiscal officer and submitted to the Board for approval, which approval shall not be unreasonably withheld or delayed. The Budget may be amended from time to time at the recommendation of the

fiscal officer and submitted to the Board for approval, which approval shall not be unreasonably withheld or denied.

7. **Fees.**

(a) **Continuing Fee.** The Corporation shall pay a monthly management, consulting and operation fee (the "Continuing Fee") to the Operator of ninety-six percent (96%) of the Qualified Gross Revenues. As used in this Agreement, "Qualified Gross Revenues" shall mean the revenue per student received by the Corporation from the State pursuant to the Code. Qualified Gross Revenues do not include: student fees, charitable contributions, PTA/PTO income, and other miscellaneous revenue received which shall be retained by the Corporation or PTA/PTO. Federal Title Programs and such other federal, state and local government grant funding designated to compensate the School for the education of its students, including any grants under the American Recovery and Reinvestment Act of 2009 ("Supplemental Revenues") shall be paid to the Operator in full within five (5) business days of receipt of any such Supplemental Revenues by the Corporation. The Continuing Fee shall be paid within five (5) business days of receipt by the Corporation of any Qualified Gross Revenues via electronic funds transfer. The Continuing Fee shall be subject to an annual reconciliation based upon actual enrollment and actual revenue received (including the final month of the term, even though the payment may be made beyond expiration of the term).

(b) **Payment of Costs.** Except as otherwise provided in this Agreement, all costs incurred in providing the Model at the School shall be paid by the Operator. Such costs shall include, but shall not be limited to, compensation of all personnel, curriculum materials, textbooks, library books, computer and other equipment (excluding Corporation-titled equipment), software, supplies, building payments, maintenance, and capital improvements required in providing the Model. As provided in Section 4, all property purchased by Operator shall remain Operator's sole property at all times.

(c) **Grants.** The Operator, in its sole discretion, , may apply for available grants in the name of the School that will provide additional funding to the School, aid the Corporation in fulfilling the terms of the School Contract and/or provide additional services and programs to the students. The Operator will seek prior approval of the Board, and the Board shall not unreasonably withhold or delay approval of any grant application, and shall be deemed to have approved any grant application submitted by the Operator unless it gives specific written objections to the same within ten (10) business days after such submission.

Within five (5) business days following the Corporation's receipt of funds from the applicable funding source the entire amount of such grant funds shall be paid over to the Operator via electronic funds transfer following the presentation of an invoice by the Operator. The Corporation and its designated fiscal officer shall cooperate with the Operator to establish any necessary accounts, authorizations and procedures such that the Corporation shall automatically transfer the funds received from grant funding sources when such funds are immediately available in the Corporation's accounts.

(d) The Board shall cooperate with the Operator to set up and establish necessary accounts and procedures for grant funding. This Section shall survive any

expiration or termination of this Agreement until all payments earned prior to the date of such expiration or termination shall have been paid in full.

(e) **Board Funds.**

(i) The Board shall be responsible for paying its fees to its Sponsor plus its own expenses and legal, insurance, tax and other professional fees out of the portion of Qualified Gross Revenues retained by the Corporation. The costs and fees relating to any annual Audit by the Auditor of the State of Ohio, special or independent audits shall also be paid by the Board out of such retained funds. The Corporation shall be solely responsible for the purchase and operation of equipment deemed necessary or appropriate by the Board for Board operations which are separate from the day-to-day operation of the School.

(ii) Except for the first school year, after deduction of the Continuing Fee and payment of all costs and fees described in (i) above, the Board shall deposit all remaining revenue into a Student Enrichment Fund established by the Board. The Operator shall propose uses for such funds and the Board shall spend such funds for educational services in the areas of student cultural activities; supplemental tutoring services and other programs in accordance with federal and state grant guidelines. Proposals for use of Student Enrichment Funds by the Operator and or the School Administrator shall be submitted in writing to the Board detailing the purpose of the request, and the time frame for use of the funds. Eighty five percent (85%) of all Student Enrichment Funds not spent during the fiscal year in which they are received shall be paid over to the Operator at the end of such fiscal year.

(iii) During the time this Agreement is in effect, the Operator shall pay, which payment shall be treated as an advance by the Operator against future revenues of the Corporation and which shall be evidenced by a loan, any properly incurred Corporation expense under the following terms and conditions: (a) a reasonable estimate of the expense is submitted to the Operator by the Corporation and is approved by the Operator, in writing, prior to the expense being incurred; (b) the Corporation has not received funding from any source for the operation of the School sufficient to pay such expense; and (c) such expenses advanced by the Operator as set forth above, shall be payable by the Corporation, in whole or in part, at such time as the Corporation receives revenue to pay the same and carry a cash surplus in its accounts equal to at least three months of reasonably anticipated operating expenses. Such advance shall be evidenced by a promissory note, security agreement and UCC financing statements acceptable to the Operator and the Corporation. In no event shall any such promissory note provide for recourse against any member of the Board, management of the School or any other third party.

8. Personnel, Training, Compensation, and Additional Programs.

(a) **School Level Personnel.** All personnel necessary to implement the Model shall be employed by the Operator and the Operator shall also have the responsibility and authority to determine staffing levels and salaries, and to select,

evaluate, assign, discipline, transfer and terminate personnel, consistent with the School Contract, state and federal law, and other provisions herein.

(b) **School Administrator.** The Operator will have the authority to select and supervise the School Administrator and to hold him or her accountable for the success of the School. The employment contract with the School Administrator and the duties and compensation of the School Administrator shall be determined by the Operator. The Corporation may at its discretion appoint a Director or a Board Committee to work with the Operator in the hiring process for the selection of the School Administrator, including being present during interviews. The Operator has final approval and authority to make a determination as to the appropriate Administrator.

(c) **Teachers.** Prior to the commencement of the first school year under this Agreement, and from time to time thereafter, the Operator shall determine the number of teachers and the applicable grade levels and subjects required for the operation of the School. The Operator shall employ teachers who meet all applicable legal requirements and who are qualified in the grade levels and subjects required, as are required by law. The curriculum taught by such teachers shall be the curriculum developed pursuant to Section 3(b) hereof. Such teachers may, at the discretion of the Operator, work at the School on a full or part time basis.

(d) **Support Staff.** Prior to the commencement of the first school year under this Agreement, and from time to time thereafter, the Operator shall determine the number and functions of support staff, qualified in the areas required, as are required for operation of the School and by Ohio Law. Such support staff may, at the discretion of the Operator, work at the School on a full or part time basis.

(e) **Training.** The Operator shall provide training in its methods, curriculum, program, and technology to all teaching personnel on a regular and continuous basis. Non-instructional personnel shall receive such training as the Operator determines as reasonable and necessary under the circumstances.

(f) **Salary and Benefits.** For employees that the Operator provides to the School, the Operator assumes full responsibility and liability for benefits, salaries, worker's compensation, unemployment compensation, and liability insurance.

(g) **Additional Programs.** The services provided by the Operator and the Corporation under this Agreement consist of the educational program during the school year and school day, and for the age and grade level of students as set forth in the School Contract, as such school year, school day, and age and grade level may change from time to time. The Corporation and the Operator may decide to provide such additional programs as may be mutually agreed upon by the Corporation and the Operator. The foregoing shall not prohibit the Operator from offering other educational services at the School Facility outside of school hours; provided the same do not interfere with the operation of the School.

9. **Termination by the Corporation.** The Corporation may, at its option, terminate this Agreement upon the occurrence of any of the following events, however the termination will take effect no earlier than the end of the current fiscal year in which the event occurred:

(a) The School Contract is not renewed by the Sponsor and no similar contract is obtained with the Sponsor or any other authorized sponsor;

(b) The Operator materially fails to comply with a specific and essential material requirement of this Agreement and the Operator does not cure said failure within 30 days of its receipt of written notice from the Corporation, unless the failure cannot be reasonably cured within 30 days, in which case, the Operator shall promptly undertake and continue efforts to cure said failure within a reasonable time. Notwithstanding the foregoing, in the event that a failure shall be such that it creates an imminent danger to the life of students, parents or others, said failure must be cured immediately upon written notice from the Corporation;

(c) The Operator files for bankruptcy or has a bankruptcy suit filed against it which is not dismissed within ninety (90) days, is insolvent, ceases its operations, admits in writing its inability to pay its debts when they become due or appoints a receiver for the benefit of its creditors;

(d) The Operator fails to maintain the insurance coverages as described above;

(e) The Operator's assignment or attempted assignment of this Agreement other than as allowed under Section 23 hereof.

or

(f) The parties mutually agree in writing to terminate the Agreement.

10. Termination by the Operator. The Operator may, at its option, terminate this Agreement upon the occurrence of any of the following events:

(a) The Corporation fails to make any payment of money due to the Operator hereunder within five (5) days of when due;

(b) If any academic year results in operating deficits, provided that any notice of termination delivered to the Corporation after school opens for education of students for any school year shall not be effective until the end of that academic year;

(c) The Corporation is in material default under any other condition, term or provisions of this Agreement or the School Contract, which default remains uncured for the period of thirty (30) days from the time that the Corporation receives written notice of said default, unless the default cannot be reasonably cured within 30 days, in which case the Corporation shall promptly undertake or continue efforts to cure said material default within a reasonable time;

(d) Any adverse and material change in local, state or federal funding for the Corporation's students; provided that any notice of termination delivered to the Corporation based upon an adverse and material change in funding shall be effective when the funding change goes into effect or such later date as designated by the Operator; or

(e) Any Operator facility that is instrumental to the implementation of the Model or the day-to-day operations of the School is inaccessible so that, in the Operator's reasonable discretion, providing maintenance or continuing of School operations would be unfeasible, uneconomical or impractical, provided that notice of termination is delivered by the Operator to the Corporation promptly (within sixty (60) days) after the occurrence of the event(s) giving rise to such right of termination.

In the event that the Corporation or the Operator elects to terminate this Agreement for any of the aforementioned reasons, then the parties shall continue to perform their respective obligations hereunder, notwithstanding such notice of termination, until the end of the then current academic year.

11. **Duties Upon Termination.** Upon termination of this Agreement for any reason whatsoever, the Corporation shall immediately pay to the Operator and/or any of the Operator's affiliates any moneys owing to such person or entity. Furthermore, the Corporation shall return to the Operator all such material purchased by the Operator pursuant to Section 3 above. The Operator shall assist the Corporation in any transition of management and operations, including, but not limited to: (i) the orderly transition of all student records and the delivery of Board-owned equipment and material (if any) to the Board, (ii) sending notices to students as reasonably requested by the Corporation at the Corporation's cost, and (iii) at the Corporation's option and cost, delivering student records directly to the students. This Section 11 shall survive any expiration or termination of this Agreement.

12. **License.** The Operator developed and owns proprietary rights to the Model, the Protected Materials, as defined in Section 13 below, and the HOPE Academy, Brighten Heights, and Cathedral Academy tradenames (collectively the "Name"). The Operator hereby grants the Corporation a limited revocable license to use the Model, the Protected Materials and the Name in connection with the School. At such time as this Agreement is terminated or otherwise expires, the license granted herein shall automatically terminate and the Corporation shall: (a) immediately cease use of the Name, the Protected Materials and the Model; (b) if the Corporation chooses to continue doing business it shall immediately change its corporate name to some name other than the Name, which new name shall not consist in any variation or manner of the word or words "HOPE," "Academy," "HOPE Academy," "Brighten Heights," and/or "Garfield Academy," used alone or in any combination; and (c) notify the Sponsor, the Department of Education and any other oversight entity of the name change including, but not limited to, the Secretary of State. This Section 12 shall survive any expiration or termination of this Agreement.

13. **Proprietary Rights.** The copyrights and intellectual property rights for all methods, documents, curricula and materials developed by the Operator during the course of operating the School (collectively, the "Protected Materials") shall constitute the sole and exclusive property of the Operator, and neither the Corporation, the School nor the Board shall have any right to any of the same either as a "Work Made for Hire" (as such are defined under the U.S. and international copyright laws) or otherwise. The Operator shall exclusively own all United States and international copyrights, trademarks, patents and all other intellectual property rights in said Protected Materials. The Protected Materials may not be used by the Corporation, the School or the Board for any purpose other than strictly within the scope of the license granted under Section 12 above without the prior written consent of the Operator. Immediately upon

termination of this Agreement or the Operator's earlier request, the Corporation, the School and the Board shall deliver all originals and copies of the Protected Materials (regardless of the media on which the same is stored) to the Operator and delete all of the same from all databases and other storage media maintained by the Corporation, the School and the Board. This Section 13 shall survive any expiration or termination of this Agreement.

14. Relationship of the Parties. The parties hereto acknowledge that their relationship is that of each party being viewed as independent contractors. No employee, consultant or compensated individual of either party shall be deemed an employee, consultant, or compensated individual of the other party. Nothing contained herein shall be construed to create a partnership or joint venture between the parties.

15. Confidentiality and Non-Disclosure. Without the prior written consent of the other party, neither party will at any time use for its own benefit or purposes or for the benefit or purposes of any other person, corporation or business organization, entity or enterprise, or disclose in any manner to any person, corporation or business organization, entity or enterprise any trade secret, information, data, know-how or knowledge (including but not limited to curricula information, financial information, marketing information, cost information, vendor information, research, marketing plans, educational concepts and employee information) belonging to, or relating to the affairs of a party to this Agreement ("Protected Party") or that the other party received through its association with the Protected Party, whether received prior to the date hereof or hereafter (collectively, "Confidential Information"), unless: (a) the party can show that such information, data or knowledge was known to it prior to the time its association with the Protected Party began, (b) it can show that any such information, data or knowledge has become generally available to the public otherwise than by a breach of this Agreement by the party, or (c) is subsequently disclosed to the party by a third person or entity which is not prohibited from disclosing same by a contractual, fiduciary or other legal obligation to the Protected Party. The existence of the relationship between the parties and any agreements they have entered into or may hereafter enter into also constitute Confidential Information.

Nothing herein shall be deemed to prohibit the parties from disclosing any Confidential Information which a party becomes legally compelled to disclose. Without limiting the generality of the foregoing, in the event that a party becomes legally compelled (by oral questions, interrogatories, requests for information or documents, subpoena, investigative demand or similar process) to disclose any of the Confidential Information, the party covenants to use its best efforts to provide the Protected Party with prompt written notice (not less than forty-eight (48) hours) so that the Protected Party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. In the event that such protective order or other remedy is not obtained, or that the Protected Party waives compliance with the provisions of this Agreement, the party covenants to furnish only that portion of the Confidential Information which the party is legally required to disclose and will exercise its best efforts to obtain reliable assurance that confidential treatment will be accorded the Confidential Information. Employee information must be reviewed by sponsor. This Section 15 shall survive any expiration or termination of this Agreement.

16. Non-Solicitation. The Corporation hereby agrees that commencing on the date of this Agreement and continuing for a period equal to two (2) years after the termination of this Agreement for any reason, that it will not, and none of its affiliates will directly or indirectly (i)

solicit or actively seek to hire any employee of the Operator, or (ii) solicit any personnel employed by the Operator to terminate his or her relationship with the Operator. This Section 16 shall survive any expiration or termination of this Agreement. The period of time set forth in this Section will be extended by the amount of time that the School engages in activity in violation of this Agreement and while the Operator seeks enforcement of this Agreement.

17. **Limited Third Party Beneficiaries.** The Corporation acknowledges that (a) the Name, some of the components of the Model and some of the Confidential Information referenced in Section 15 above belong to affiliates of the Operator, including without limitation White Hat Management, LLC; White Hat Ventures, LLC; BHA Ohio, LLC; Signal Tree Education, LLC; and WHLS of Ohio, LLC (collectively, "Operator Affiliates"); (b) some of the Protected Materials referenced in Section 13 above may be developed by one or more Operator Affiliates; and (c) some of the employees used in the provision of the Model may be employed by the Operator Affiliates. Accordingly, such Operator Affiliates shall benefit from Sections 13, 14, 15 and 16 above, and the Corporation acknowledges that any Operator Affiliate injured or affected by any breach hereof by the Corporation may enforce this Agreement against the Corporation. Whenever the term "Operator" is used in Sections 12, 13, 14, 15, 16 and 18 of this Agreement, such use shall be deemed to refer to the Operator and all Operator Affiliates collectively. Subject to this section, this Agreement and the provisions hereof are for the exclusive benefit of the Parties hereto and their affiliates and not for the benefit of any third person, nor shall this Agreement be deemed to confer or have conferred any rights, express or implied, upon any other third person. This Section 17 shall survive any expiration or termination of this Agreement.

18. **Injunctive Relief / Dispute Resolution.**

(a) **Injunctive Relief.** The Corporation acknowledges that the covenants set forth in Sections 12, 13, 15, and 16 above are reasonable and necessary to protect the Operator and its business. If the Corporation engages in any activity in violation of the provisions hereof, the Operator shall, in addition to any other remedies available to it, be entitled to an injunction by any competent court of equity enjoining and restraining the School from continuance of such activity.

(b) **Arbitration.**

(i) Except as otherwise provided in this Section 18, any and all disputes arising under this Agreement shall be determined by binding arbitration to be conducted as set forth in this Section and shall be generally in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The judgment upon the award rendered in any arbitration hereunder shall be final and binding on both parties hereto.

(ii) All disputes subject to this Section shall be raised by notice to the other party, which notice shall state with particularity the nature of the dispute and the demand for relief, making specific reference by article number and title to the provisions of this Agreement alleged to have given rise to the dispute.

(iii) All disputes subject to this Section shall be heard by a panel of three (3) arbitrators (the "Arbitration Panel"), each of which shall be a member of the

American Arbitration Association or another arbitration service, and which Arbitration Panel shall be selected as follows: (a) the Corporation and the Operator shall each promptly (within fourteen (14) days after close of the pleadings) select one (1) neutral arbitrator and promptly notify the other party of said selection. Within five (5) days thereafter the party not selecting said arbitrator may object to and thus remove such arbitrator, one time in its sole discretion and thereafter for cause; and (b) the two (2) arbitrators selected by the parties shall select a third arbitrator to complete the Arbitration Panel. The arbitration proceedings shall take place at a mutually acceptable location in Akron, Ohio within sixty (60) days after the selection of the Arbitration Panel.

(iv) The need for and scope of formal discovery will be determined by agreement of the parties or, if the parties are unable to agree, the Arbitration Panel. The Arbitration Panel will render its opinion/award within thirty (30) days from the date of the hearing. The Arbitration Panel's award will be written and may include findings of fact and conclusions of law. In the event of a formal hearing, each party shall only be allowed a maximum of eight (8) hours to present evidence and/or witnesses.

(v) All costs of the Arbitration and the Arbitration Panel shall be borne equally by both parties.

(vi) Notwithstanding anything else in this Agreement, claims for monies due, for services rendered, costs, grants funds and/or expenses due, may at either party's option, be brought separately in a court of competent jurisdiction or pursued in Arbitration as set forth above. In the event a party pursues claims for monies due in court, all other disputes herein shall be subject to binding arbitration. This Section 18 shall survive any expiration or termination of this Agreement. Such actions for moneys due may be brought without terminating this Agreement.

19. Notices. Any notices to be provided hereunder shall be provided to the Sponsor within 10 days and given in writing with by personal service, mailing the same by United States certified mail, return receipt requested, and postage prepaid, facsimile (provided a copy is sent by one of the other permitted methods of notice), or a nationally recognized overnight carrier, addressed as follows:

If to the Operator, to:

Chief Legal Officer
159 South Main Street
600 Key Building
Akron, Ohio 44308
Attn: President
Facsimile: (330) 762-5037

With a copy to:

John F. Martin
Brennan, Manna & Diamond, LLC
75 East Market Street
Akron, Ohio 44308
Phone: (330) 253-5060
Facsimile: 330-253-1977

If to the Corporation, to: 1379 Garfield Avenue Southwest
Canton, OH 44706.
Attn: Board President

With a copy to: Amy E. Goodson
1872 5th Street
Cuyahoga Falls, Ohio 44221
Phone: (330)962-6776
Fax: (330)923-8122

20. Severability. The invalidity or unenforceability of any provision or clause hereof shall in no way affect the validity or enforceability of any other clause or provision hereof.

21. Waiver and Delay. No waiver or delay of any provision of this Agreement at any time will be deemed a waiver of any other provision of this Agreement at such time or will be deemed a waiver of such provision at any other time.

22. Governing Law and Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio and jurisdiction is proper in the County in which the School is situated.

23. Assignment; Binding Agreement. Neither party shall assign this Agreement without the written consent of the other party, which consent shall not be unreasonably withheld or delayed; provided, however, that the Operator may assign this Agreement to a similarly situated and qualified affiliate without the consent of the Corporation so long as an assignment would not invalidate the School Contract. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

24. Independent Activity. All of the parties to this Agreement understand that Operator's business is to operate and manage charter schools throughout the State. As such, the parties agree that Operator and its affiliates, may operate other charter schools in multiple states including the State of Ohio.

25. Representations and Warranties of the Operator. The Operator hereby represents and warrants to the School as follows:

(a) The Operator is duly organized, validly existing, and in good standing under the laws of the State of Nevada and has the authority to carry on its business as now being conducted and the authority to execute, deliver, and perform this Agreement.

(b) The Operator has taken all actions necessary to authorize the execution, delivery, and performance of this Agreement, and this Agreement is a valid and binding obligation of the Operator enforceable against it in accordance with its terms, except as may be limited by federal and state laws affecting the rights of creditors generally, and except as may be limited by legal or equitable remedies.

(c) The Operator has made, obtained, and performed all registrations, filings, approvals, authorizations, consents, licenses, or examinations required by any government or governmental authority, domestic or foreign, in order to execute, deliver and perform its obligations under this Agreement.

(d) The Operator has the financial ability to perform all of its duties and obligations under this Agreement.

26. Indemnification of the Parties. The Corporation and the Operator (herein referred to as "Party" and/or "Parties") shall indemnify and hold harmless each other and its members, directors, employees, officers and affiliates from any and all claims, demands, actions, suits, causes of action, obligations, losses, costs, expenses, attorney fees, damages, judgments, orders, and liabilities of whatever kind or nature in law, equity or otherwise, arising from any of the following:

(a) A failure of the Party or any of its officers, trustees, directors, or employees to perform any duty, responsibility or obligation imposed by law or by this Agreement or the School Contract; and

(b) An action or omission by the Party or any of its officers, trustees, directors, employees, successors, agents or contractors that results in injury, death or loss to person or property, breach of contract, or violation of statutory law or common law (state or federal).

27. Force Majeure. In the event that the Operator shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of fire or other casualty, acts of God, strike, lockout, labor trouble, inability to procure services or materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war or other reason of a like nature not the fault of the Operator, then such performance shall be excused for the period of the delay and the period for such performance shall be extended for a period equivalent to the period of such delay. The provisions of this Section shall not operate to excuse the Corporation from prompt payment of any amounts required by the terms of this Agreement.

28. Amendment. This Agreement may not be modified or amended except by a writing signed by each party hereto.

29. Counterparts. This Agreement may be executed in several counterparts, with each counterpart deemed to be an original document and with all counterparts deemed to be one and the same instrument.

30. Captions. Paragraph captions are used herein for references only and are not intended, nor shall they be used, in interpreting this instrument.

31. Integration / Entire Agreement. This Agreement (together with the documents referred to herein) contains the entire agreement between the parties and supersedes all prior agreements between the parties, if any, written or oral, with respect to the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have set their hands by and through their duly authorized officers as of the date first above written.

CORPORATION:

By: Jack Calhoun
Its: President

OPERATOR:

By: Thomas M Barrett
Its: CEO

Community School Contract

1. Corporate Resolution – BCHF
2. Corporate Resolution/Minutes – School
3. Executed Contract

BUCKEYE COMMUNITY HOPE FOUNDATION

Community School Division

Corporate Resolution of Buckeye Community Hope Foundation

The undersigned, being all of the Trustees of the above-named Ohio corporation hereby waive notice and meeting and take the following actions by consent effective as of the dates set forth for each below, by this writing, signed and approved pursuant to the provisions of 1702.25 of the Revised Code.

The following resolution is hereby adopted:

RESOLVED, pursuant to R.C.3314.02 (D), the Corporation, as Sponsor is authorized to execute the listed contracts for possible new charter schools as noted herein, and by all other required means comply with said statutory section for the following schools:

1. Constellation Schools: Collinwood Community Elementary
2. Focus North High School
3. Garfield Academy
4. Pearl Academy
5. F.E. Perry Academy
6. The Academy for Urban Solutions

Consenting to the above action without notice and meeting:

3/4/2011
Steven J. Boone, Trustee

3/11/2011
John Botelho, Trustee

3/11/2011
Steve Guthrie , Trustee

3021 E. Dublin-Granville Rd.
Columbus OH 43231
Phone: 614 942-2002
FAX: 614 942-2000
www.buckeyehope.org

Board of Directors Meeting of
Garfield Academy

March 14, 2011
Approved Resolutions

Board Members

RESOLVED, that the Board of Directors ratifies the following individuals as members of the Garfield Academy Board of Directors for a term effective March 13, 2011 until the annual organizational meeting to be held no later than June 30, 2011:

Jack Calhoun — Dana Gammill
George Smith
Anthony Lombardi
Dave Lombardi

Officers

RESOLVED, that the Board of Directors elects the following officers as set forth below, to serve in such capacity for a term ending on June 30, 2011, or until the election and qualification of their respective successors.

President	Jack Calhoun
Vice President	Dave Lombardi
Secretary	Dana Gammill
Treasurer	Anthony Lombardi

Submission of Charter Application

RESOLVED, that the Board of Directors approves the submission of a Community School Application to Buckeye Community Hope Foundation;

RESOLVED FURTHER, that the Board of Directors approves and authorizes a White Hat Management, LLC entity to provide all pertinent information for such application.

Management Agreement

RESOLVED, that the Board of Directors authorizes its President to negotiate a Management Agreement with a White Hat Management entity and to sign such agreement based upon recommendations from counsel and consistent with the best interests of Garfield Academy.

Designation of Legal Counsel

RESOLVED, that the Board of Directors hereby designates Amy Gordon, as legal counsel of Garfield Academy for general and ongoing business matters.

[redacted]

Board of Directors Meeting of
Garfield Academy

Preliminary Sponsorship Agreement

RESOLVED, the Board of Directors of Garfield Academy agrees to enter into a preliminary sponsorship agreement with Buckeye Community Hope Foundation;

BE IT FURTHER RESOLVED, that the Board of Directors authorizes its President to sign such agreement based upon recommendations from counsel and consistent with the best interests of Garfield Academy

Community School Contract

RESOLVED, that the Board of Directors hereby adopts the Community School Contract with Buckeye Community Hope Foundation;

BE IT FURTHER RESOLVED, that the Board of Directors authorizes its President to continue negotiations of the contract until May15, 2011.

Jack Calhoun

Jack Calhoun , Board President

CONTRACT
for
COMMUNITY SCHOOL

This Contract is entered into by and between **Buckeye Community Hope Foundation (BCHF)**, an Ohio nonprofit corporation (hereinafter the "**Sponsor**"), and the governing authority of a community school (its Board of Directors) called **Garfield Academy**, (**"Governing Authority"**) established as a non-profit corporation under Chapter 1702 of the Ohio Revised Code.

WHEREAS, Ohio law permits the formation and operation of community schools; and

WHEREAS, BCHF is an authorized Sponsor by agreement with the State Board of Education; and

WHEREAS, the **Governing Authority** seeks to commence operation of a start-up community school; and

WHEREAS, Ohio law requires the **Governing Authority** and the **Sponsor** to enter into a contract in order to authorize, create, continue and/or operate a community school.

NOW THEREFORE, the **Governing Authority** and the **Sponsor** enter into this Contract pursuant to the Ohio Revised Code Chapter 3314, subject to the following terms and conditions. All Attachments and Recitals to this Contract are incorporated by reference and made a part of this Contract as essential to it. ("Contract")

A. **Operation of Community School.** The **Governing Authority** and the **Sponsor** agree that the **Governing Authority** may operate a community school (hereinafter sometimes referred to as the "**School**") as permitted by law, subject to applicable federal laws, the laws of the State of Ohio and to the terms of this Contract

B. **Community School Obligations.** The **Governing Authority**, for itself and on behalf of the **School**, covenants and agrees that it is responsible for carrying out the provision of this Contract as follows:

1. The **School** shall be established as either of the following: 1) a nonprofit corporation established under Chapter 1702 of the Revised Code, if established prior to April 8, 2003; or 2) a public benefit corporation established under Chapter 102 of the revised Code, if established after April 8, 2003. The **School** may apply and qualify as a tax-exempt organization under 501(c)(3) of the Internal Revenue Service Code. Should the **School** so qualify, a copy of its federal tax exempt status determination letter must be forwarded to the **Sponsor** within (3) three business days of receipt. The **Governing Authority** shall maintain in good standing the **School's** status as a non-profit corporation and, if applicable its federal tax exempt status.

2. The School's Certificate of Incorporation, Articles of Incorporation, Appointment of Statutory Agent, Code of Regulations, Taxpayer Employer ID No. and copy of the IRS Tax Determination Letter (if applicable) are contained as **ATTACHMENT 1** to this Contract. Should any of these documents be modified or created subsequent to the execution of this Contract, the School must submit the same to the **Sponsor** within three (3) business days prior to the effective date of such changes along with a copy of all documentation supporting the change(s).

3. Except as otherwise permitted by this Contract or the **Sponsor**, contracts entered into by the **School** with third parties shall provide for a right to cancel, terminate, or non-renew effective upon the termination of this Contract.

4. The **School** will comply with sections 9.90, 9.91, 109.65, 121.22, 149.43, 2151.357, 2151.421, 2313.18, 3301.0710, 3301.0711, 3301.0712, 3301.0715, 3313.472, 3313.50, 3313.536, 3313.608, 3313.6012, 3313.6013, 3313.6014, 3313.6015, 3313.643, 3313.648, 3313.66, 3313.661, 3313.662, 3313.666, 3313.667, 3313.67, 3313.671, 3313.672, 3313.673, 3313.69, 3313.71, 3313.716, 3313.718, 3313.719, 3313.80, 3313.801 (unless an internet or computer based school), 3313.814, 3313.816, 3313.817, 3313.86, 3313.96, 3319.073, 3319.22 through 3319.31, 3319.301, 3319.321, 3319.39, 3319.391, 3319.41, 3321.01, 3321.041, 3321.13, 3321.14, 3321.17, 3321.18, 3321.19, 3321.191, 3327.10, 4111.17, 4113.52, and 5705.391 and Chapters 117., 1347., 1702., 2744., 3307., 3309., 3314 as newly written or hereafter revised, 3365., 3742., 4112., 4123., 4141., and 4167 of the Revised Code as if it were a school district and will comply with section 3301.0714 of the Revised Code in the manner specified in section 3314.17 of the Revised Code; and the **School** shall comply with Chapter 102 and section 2921.42 of the Revised Code;

5. The School and **Governing Authority** may carry out any act or ensure the performance of any function that is in compliance with the Ohio Community School Law located in Ohio Revised Code Chapter 3314, the United States Constitution, the Ohio Constitution, Federal law or this Contract.

6. The School is located at **1379 Garfield Avenue Southwest, Canton, OH 44706.** If the location has been or will be leased by the Governing Authority, the lease shall not be signed unless it is in accordance with the budget approved by the **Sponsor**. The **Sponsor** shall have the right to inspect and approve of the site before the lease is signed by the Governing Authority. Approval of the site shall not be unreasonably withheld provided, however, the Governing Authority must timely comply with O.R.C. 3314.19 annually as to all matters of assurances required by law, regardless of whether the facility is leased or purchased by the Governing Authority. The lease must contain a governmental fund-out clause if leased by the Governing Authority.

 If the location has been or will be purchased by the Governing Authority, the contract of sale and related documents shall not be signed unless it is in

accordance with the budget approved by the **Sponsor**. The **Sponsor** will not be liable for the debts of the **School** or **Governing Authority**. The **Governing Authority** must provide the Sponsor any requested information to assess the adequacy of the facilities.

After lease or purchase, a copy of the lease or conveyance documents, and all subsequent amendments, modifications or renewals thereof, shall immediately be provided to the **Sponsor**. The location will not be changed without the prior written consent of the **Sponsor,** which consent will not be unreasonably withheld. A copy of the lease or deed where the **School** will be located is contained as **ATTACHMENT 2.**

It is understood by the **Governing Authority**, that the **School** may be located in multiple facilities under this Contract only if the limitations on availability of space prohibit serving all the same grade levels specified in this Contract in a single facility. The **School** shall not offer the same grade level classrooms in more than one facility.

Any facility used for or by the School shall meet all health and safety standards established by law for school buildings. The **Governing Authority** recognizes the rights of public health and safety officials to inspect the facilities of the **School** and to order the facilities closed if those officials find that such facilities are not in compliance with health and safety laws and regulations. Copies of all current permits, inspections and/or certificates must be filed with **Sponsor.**

The **Governing Authority** shall permit the local board of health access to the **School**'s premises for inspection at any time during the **School**'s operation, as well as to any records or information necessary not subject to privacy laws; and if required by the local board of health, submit a plan of abatement of conditions at the **School** determined to be hazardous to occupants.

The **Governing Authority** recognizes the authority of the Department of Education to suspend the operation of the **School** under section 3314.072 of the Revised Code if the department has evidence of conditions or violations of law at the **School** that pose an imminent danger to the health and safety of the **School**'s students and employees and the Sponsor refuses to take such action.

The **Governing Authority** understands that in the case where a community school is proposed to be located in a facility owned by a school district or educational service center, the facility may not be used for a community school unless the district or service center board owning the facility enters into an agreement for the community school to utilize the facility.

7. The **Governing Authority** recognizes that The State Board of Education may assume sponsorship of the **School** in accordance with Ohio Revised Code § 3314.015

8. The School shall be authorized to provide learning opportunities for grades K through 12 to a minimum of twenty-five (25) students for a minimum of Nine Hundred Twenty (920) hours per school year. The **School** will be serving grades K through 8 for the first year of this agreement. The **Governing Authority** may add grades served up to the grade levels authorized by this Contract with the **Sponsor**'s prior written consent. The **Governing Authority** must provide the **Sponsor** with a signed resolution stating the intent of the Governing Authority to add a grade or grades for a subsequent school year. The **Governing Authority** agrees to be compliant with the maximum number of people allowed per room or per facility as stated on the Certificate(s) of Occupancy provided to the **School** by the local building department.

9. The School was not a non-public chartered or non-chartered school in existence on January 1, 1997. This representation is material, and if in error, the **Sponsor** may terminate this Contract. For purposes of this subsection, if the School is new but the faculty and students in 1997 were almost all located at the same non-public chartered or non-chartered school in existence on January 1, 1997, the School will be considered to be a non-public chartered or non-chartered school.

10. The School is nonsectarian in its programs, admissions policies, employment practices, and all other operations, and will not be operated by a sectarian school or religious institution.

11. **ATTACHMENT 3** beginning with a Governing Authority roster, includes the names, addresses, and biographical vitae that accurately reflect experience, education and all other professional information, home and work telephone numbers and email addresses of the current members of the **Governing Authority,** and a description of the process by which the **Governing Authority** of the School shall be selected in the future if not included in the Code of Regulations. The **Governing Authority** shall consist of not fewer than five individuals who are not owners or employees, or immediate relatives of owners or employees of any for-profit firm that operates or manages a school for the **Governing Authority**. All members of the **Governing Authority** must be residents of the State of Ohio unless pre-approved by the **Sponsor**. All **Governing Authority** Members must pass an appropriate criminal background check, a copy of which shall be submitted to **Sponsor** prior to appointment. No employee of the **School** shall be a voting member of the **Governing Authority**. Employees may serve as advisory committee or other committee members to or for the **Governing Authority**. The **Sponsor** shall be promptly notified in writing prior to any proposed changes in members of the **Governing Authority**, including notice of new members' names, qualifications, biographical vitae, addresses, background checks, and phone numbers. One Member of the **Sponsor** or its designee shall be an invited to and able to participate in the School's **Governing Authority** meetings at all times. **Governing Authority** meetings must be held a minimum of 6 regular meetings bi-monthly per year and notice of

such regular meetings shall be provided to the **Sponsor** in writing at least 7 days in advance of the meeting. Notice of special meetings must be sent to Sponsor as soon as scheduled and in no case with less than 24 hours advanced notice and telephone call invitation. The **Governing Authority** shall invite **Sponsor** or its designee into executive session unless discussing pending or imminent litigation against **Sponsor or for purposes of discussing this Contract.** The **Governing Authority** must approve a policy stating how it will notify the public of all meetings.

All members of the **Governing Authority** must attend at least two comprehensive hours of Board training annually. New members are required to attend training within thirty (30) days of appointment. Existing Board members are required to attend board training a minimum of two (2) hours on an annual basis to remain current in the responsibilities and obligations. The Sponsor reserves the right to require additional training of any member at the Sponsor's reasonable discretion. The School and **Governing** Authority are obligated to attend training and receive technical assistance at the direction of the **Sponsor.**

The **Governing Authority** shall put in place a policy on compensation (or lack thereof) for Governing Authority members pursuant to ORC 3314.025. The **Governing Authority** shall have a minimum of 5 members and shall assure **Sponsor** that no member serves on more than two Ohio Community School governing authorities simultaneously. All members of the **Governing Authority** shall disclose on the board roster the number and name of the second community school boards on which they sit, if applicable.

The **Governing Authority** will report to the **Sponsor** knowledge of any event or circumstance that may have a material adverse effect on the **School** in any manner. The **Governing Authority** will report to the **Sponsor** knowledge of any litigation or potential litigation against or affecting **School** within three (3) business days of such knowledge.

12. The Chief Administrative Officer of the School will be the position of **Superintendent** at the inception of this Contract, the position will be held by **Wendy Rydarowicz.** Any change in the identity of the Chief Administrative Officer shall be reported immediately in writing to the **Sponsor. Sponsor** shall have the right to approve any subsequent appointment of a Chief Administrative Officer, which approval shall not be unreasonably withheld.

13. The School shall begin operation not later than September 30th, of each school year by teaching the minimum number of students permitted by this Contract, unless the mission of the **School** is to serve dropouts. In its initial year of operation, if the **School** fails to open by the thirtieth day of September, pursuant to ORC 3314.02 (D) if the mission of the **School** to serve dropouts, the contract shall be void.

14. The educational program of the School, including the School's mission, goals, innovative instructional methods and the focus of the curriculum are contained as **ATTACHMENT 4** and shall be followed and may not be changed without the written consent of the **Sponsor**. **ATTACHMENT 4** shall include a description of the learning opportunities that will be offered to students (including both classroom and non-classroom based learning opportunities) that complies with the criteria for student participation in Revised Code §3314.08(L)(2). The **Sponsor** hereby authorizes non-classroom based learning opportunities during suspension or expulsion of students pursuant to **School** policy.

 The **School** will comply with sections 3313.61, 3313.611, and 3313.614 of the Revised Code, except that for students who enter ninth grade for the first time before July 1, 2010, the requirement in sections 3313.61 and 3313.611 of the Revised Code that a person must successfully complete the curriculum in any high school prior to receiving a high school diploma may be met by completing the curriculum adopted by the Governing Authority of the community school rather than the curriculum specified in Title XXXIII of the Revised Code or any rules of the state board of education. Beginning with students who enter ninth grade for the first time on or after July 1, 2010, the requirement in sections 3313.61 and 3313.611 of the Revised Code that a person must successfully complete the curriculum of a high school prior to receiving a high school diploma shall be met by completing the Ohio core curriculum prescribed in division (C) of section 3313.603 of the Revised Code, unless the person qualifies under division (D) or (F) of that section. Each school shall comply with the plan for awarding high school credit based on demonstration of subject area competency, adopted by the state board of education under division (J) of section 3313.603 of the Revised Code. **ATTACHMENT 4** must show how the School's curriculum is aligned to the Ohio Content Standards and the Ohio Core Curriculum, if applicable.

15. The **School** shall timely administer the assessments, which shall include statewide proficiency and achievement tests, at least one nationally-normed assessment approved by the **Sponsor,** and any other assessments required by law or recommended by the **Sponsor** now, or from time to time. The **Governing Authority** shall notify the **Sponsor** in writing in advance of its intent to change assessment tools. In addition to the required testing, the **School** must assess and keep initial benchmarks acceptable to Sponsor, of all students in order to provide guidance for the **Sponsor** to review yearly progress. Such assessments and intended benchmarking are identified in **Attachment 5.**

 Report of the results from any nationally normed tests and statewide achievement tests administered by the **School** must be presented by the **School** to the **Governing Authority** in the next scheduled board meeting immediately after the test results are received by the **School.**

 The **School** shall satisfy the performance standards outlined in **ATTACHMENT 5** and such other standards required by law or recommended by the **Sponsor**

including the performance standards by which the success of the **School** will be evaluated by the **Sponsor.**

The **School** will comply with Section 3302.04 of the Revised Code, including division (E) of that section to the extent possible, except that any action required to be taken by a school district pursuant to that section shall be taken by the **Sponsor**. However, the sponsor shall not be required to take any action described in division (F) of that section.

The **Governing Authority** shall develop a plan for intervention of all students not found proficient or not making adequate yearly progress, and submit it to the **Sponsor** for approval.

16. The **Governing Authority** shall submit, no later than four months after the end of the school year to the **Sponsor** and to the parents of all students enrolled in the **School**, its financial statements, and an annual report of its activities and progress in meeting the goals and standards of this Contract; and statement from **Sponsor**. The financial statements shall be in such form as is prescribed by the State Auditor.

17. The **Governing Authority** shall report annually to **Sponsor** and the State Board of Education on the day set by the State Board of Education all of the reporting requirements as set forth by Chapter 3314 of the Ohio Revised Code, including but not limited to those found in Section 3314.08(B), and shall collect and provide any data that the **Sponsor** or the State Board of Education requests in furtherance of any study or research that the Ohio General Assembly requires such office to conduct.

18. The **Governing Authority** shall report to the **Sponsor,** in writing when requested by the **Sponsor**, all statistics, including financials, enrollment, staff and teacher turnover, expulsions, suspensions, and shall respond promptly to the **Sponsor's** inquiries regarding such information or other matters the **Sponsor** deems important. The **Governing Authority** shall also report annually in writing to the **Sponsor**, all financial data, structure and operations of the management company as it pertains to the School. The **Sponsor** shall be allowed to observe the School in operation at site visits and shall have open access for such visits.

19. The admission procedures of the School, characteristics of students, ages and grades of students are set forth in **ATTACHMENT 6** and shall be followed and may not be changed without the written consent of the **Sponsor**. At a minimum, the admission procedures at all times must:

 (a) specify that the School will not discriminate in its admission of students to the School on the basis of gender, race, religion, color, national origin, disabling condition, or sex and will not limit admission to students on the basis of intellectual ability, measures of achievement or aptitude, or athletic ability,

except that: (i) there may be single gender schools offered in comparable facilities with comparable learning opportunities; (ii) A school may simultaneously serve autistic and non-disabled students (3314.051); however, unless the school's total capacity has been filled; no student with any disability shall be denied admission on the basis of that disability. The **School** shall provide a non-discrimination notice in annual reports, student/parent handbooks, enrollment materials, and marketing materials.

(b) be open to any individual ages 5 – 22 entitled to attend school pursuant to ORC 3313.64 or 3313.65, except that admissions to the School may be limited to (i) students who have obtained a specific grade level or are within a specific age group; (ii) students who meet a definition of "at-risk" that the parties to this Contract agree upon and/or; (iii) residents of a specific geographic area as defined in this Contract; or to separate groups of autistic students and non-disabled students, as authorized in 3314.061 as defined in this Contract. "At-risk" may include those students identified as gifted students under section 3324.03 f the ORC.

If the number of applicants exceeds the capacity restrictions of subsection B (7) above, then the **Governing Authority** must give preference to students who reside in the district in which the School is located. Whether or not the **Governing Authority** has adopted an open-enrollment plan, other preferences may be given in admissions only as allowed by the Ohio Revised Code Section 3314.06(G). Ohio Revised Code Section 3314.06(G) states that if the number of applicants meeting admission criteria exceeds the capacity of the School's programs, classes, grade levels or facilities, then students shall be admitted by lot from all eligible applicants, except preference shall be given to students attending the School the previous year and may be given to eligible siblings of such students, and preference must be given to those students who reside in the district in which the School is located. The **Governing Authority** agrees to make lottery dates available to the **Sponsor** at least 5 days in advance so the Sponsor may attend.

Upon admission of or identification of any disabled student, the School shall comply with federal and state laws regarding the education of disabled students.

The School will not restrict its marketing or recruiting efforts to any particular racial or ethnic group, but will attempt to achieve a balanced enrollment that reflects the community it serves as indicated in **ATTACHMENT 6.**

Notwithstanding the admissions procedures of this Contract, in the event that the racial composition of the enrollment of the School is in violation of a federal desegregation order, the School shall take any and all corrective measures to comply with the desegregation order.

The **Governing Authority's** admissions and enrollment policy and any open enrollment plan must be included in **ATTACHMENT 6**. If the **Governing Authority** adopts a policy regarding open-enrollment it shall be effective on the earliest date allowed by law. With state-wide enrollment, the **Governing Authority** includes in **ATTACHMENT 6**, a plan for inter-district open-enrollment. Such a plan must comply with this Contract, with Section 3314.06 and 3314.061 of the Ohio Revised code and with the School's admission policy.

The **Governing Authority** is not establishing this school as a single gender school or a school with single gender classrooms in separate facilities. Therefore, there will be no duplication of grades in the **School's** two facilities.

20. Tuition in any form shall not be charged for the enrollment of any student. The School shall not require contributions either from any student eligible to enroll or enrolled in the School or from any parent or guardian of a student who is enrolled or intending to enroll in the School. Nothing in this section shall prevent the charging of reasonable class, book or similar fees approved by the **Governing Authority** or the School's engaging in voluntary fund-raising activities.

21. The Governing Authority has adopted an attendance policy that includes a procedure for automatically withdrawing (dismissing) a student from the **School** if the student without legitimate excuse fails to participate in one hundred five consecutive hours of the learning opportunities offered to the student. The policy shall provide for withdrawing the student by the end of the thirtieth day after the student has failed to participate as stated in **ATTACHMENT 6.**

22. The **Governing Authority** shall distribute to parents of students upon their enrollment the required statement concerning state-prescribed testing and compulsory attendance law as prescribed in ORC 3314.041.

23. The **School** has adopted a policy regarding suspension, expulsion, removal and permanent exclusion of a student that specifies among other things the types of misconduct for which a student may be suspended, expelled or removed and the due process related thereto. See **ATTACHMENT 7**.

 Those policies and practices shall not infringe upon the rights of disabled students as provided by state and federal law and the School must have a separate policy for the discipline, suspension, expulsion, removal or permanent expulsion of disabled students.

24. Unless operations are suspended in accordance with Ohio Revised Code Section 3314.072, the School must remain open for students to attend until the end of the school year in which it is determined that the School must close. The programs provided to students in the final year of the School must continue without interruption or reduction unless program changes are approved in writing by the **Sponsor**. The **Sponsor** may, but is not obligated to, assume operation of the

School under Ohio Revised Code §3314.073 or replace the **Governing Authority**, should the **Governing Authority** abandon or be materially in breach of its duties hereunder or at law.

25. At least one (1) full-time classroom teacher or two (2) part-time classroom teachers each working more than twelve (12) hours per week must work at the School. The full-time classroom teachers and part-time classroom teachers teaching twelve (12) hours per week or more shall be certified in accordance with sections 3319.22 to 3319.31 of the Ohio Revised Code. The School may employ non-certificated persons to teach up to twelve (12) hours per week pursuant to section 3319.301 of the Ohio Revised Code to the extent permitted by the "No Child Left Behind Act." The student to full-time equivalent classroom teacher ratio shall be no more than twenty five (25) to one (1). The School may also employ non-teaching employees. No later than 60 days from hire, the **School** will provide **Sponsor** with proof of Ohio certification for a sufficient number of teachers to support the stated teacher/student ratio, as well as the credentials and background checks for all staff of the **School.**

 The **Governing Board** hereby appoints the **Sponsor** as a representative pursuant to Section 3319.39(D) of the Ohio Revised Code, for purposes of receiving and reviewing the results of criminal records checks performed pursuant to Section 3319.39(A)(1) of the Ohio Revised Code for employees working at the **School** and authorizes its agent(s) (including educational management organizations) to communicate this information directly to the **Sponsor** pursuant to this Contract.

 All teachers and paraprofessionals shall meet the "highly qualified" standards as applicable and as set out in the law know as "No Child Left Behind" and per standards established by the Ohio Department of Education. The **School** shall not employ teachers with long-term substitute licenses if the **School** is designated as a school-wide Title I building per NCLB. The **School** shall not employ teachers with long-term substitute licenses in any instructional capacity if they are paid with Title I funding.

26. Although the **Governing Authority** may employ teachers and non-teaching employees necessary to carry out its mission and fulfill this Contract, no contract of employment shall extend beyond the date of termination of this Contract.

27. The **School** may employ or contract with a third party to employ, administer, hire teachers and non-teaching staff necessary to carry out its mission and fulfill this Contract, no third party contract of employment shall extend beyond the date of termination of this Contract.

28. The School will provide employee health and other benefit as are set out in **Attachment 8**. To the extent required by law, the benefits provided by the **School** must include and are subject to Chapters 3307 and 3309 of the Ohio Revised Code ("STRS" and "SERS") as applicable.

29. The **School's** financial records will be maintained pursuant to rules of the Auditor of the State of Ohio. The School shall have a designated fiscal officer. The fiscal officer shall be **Angela Neeley.** If the **School**'s fiscal officer changes, the **Governing Authority** must notify the **Sponsor** in writing. The fiscal officer must be bonded if required by the Auditor of the State of Ohio. All money received by the School shall be placed in the custody of the fiscal officer. The **School** shall meet the requirements and follow the procedures for program and financial audits established from time to time by the Auditor of the State of Ohio and the Ohio Department of Education. The treasurer's bond (or copy thereof) and proof of required training shall be in the custody of the **Sponsor** and the **Governing Authority** at all times as **ATTACHMENT 9.** A certified copy of the bond must be filed with the county auditor. The **School** acknowledges that the **Sponsor** shall approve of all continuing education classes of fiscal agents or officers who are not licensed under Ohio Revised Code 3301.074, which must meet the requirements of Ohio Revised Code 3314.011.

 If the **Governing Authority** contracts with a third party to provide fiscal services, the agreement must be included in **ATTACHMENT 9.** Any fiscal services agreement must obligate the Treasurer to assist in all audits and to provide closure and final or special audit services. New agreements or changes to the existing agreement must be provided to the Sponsor not less than (10) ten business days prior to the execution of the contract or amendment.

30. The School agrees to employ ODE-certified student software for the purposes of reporting to the department of education through its Educational Management Information System (EMIS) pursuant to ORC 3314.17. The **Governing Authority** is aware that the School is responsible for reporting community school data under O.R.C. 3301.0714 (EMIS), and that the State of Ohio will impose all sanctions and penalties listed therein, as well as any sponsor-imposed discipline and/or repercussions to licensed individuals.

31. The fiscal year for the School shall be July 1 to June 30.

32. A financial plan detailing an estimated School budget for each fiscal year of this Contract is contained as **ATTACHMENT 9.** Each year of this Contract, on or before June 30, a revised School budget shall be submitted by the **Governing Authority** to the **Sponsor.** The budget must detail estimated revenues and expenses. Revenues include the base formula amount that will be used for purposes of funding calculations under section 3314.08 of the Ohio Revised Code. All projected and actual revenue sources must be included in the budget and projected expenses must include the total estimated per pupil expenditure amount for each year. Should the **School** be managed by a third party management company, the **Governing Authority** must procure from such management company, sufficient data, in accordance with all applicable State and Federal laws rules and regulations and the Auditor of State's Requirements

for Community School audit reporting, to allow **Sponsor** to review revenue and expenses as required or permitted by law. All money received by the **School** during the period beginning upon execution of this Contract, shall be placed in the custody of the Fiscal Officer of the **School**, who shall maintain all funds and accounts of the **School**.

34. The School may borrow money to pay any necessary and actual expenses of the School in anticipation of receipt of any portion of the payments to be received by the School pursuant to the Ohio Revised Code Section 3314.08(D). The School may issue notes to evidence such a borrowing. The proceeds from the notes shall be used only for the purposes for which the anticipated receipts may be lawfully expended by the School (ORC 3314(J)(1)(a)). The **School** may also borrow money for a term not to exceed fifteen years for the purpose of acquiring facilities pursuant to Ohio Revised Code 3314.08(J)(1)(b). All borrowing must be documented in a promissory note and copies of all notes must be provided to the Sponsor within ten (10) business days of signing.

35. General liability, errors and omissions, and other miscellaneous insurance coverage (as School policy) at all times will be maintained by the **School**, for itself, and its employees, in amounts not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) in the aggregate with an excess or umbrella policy extending coverage as broad as primary coverage in an amount no less than two million dollars ($2,000,000). The insurance coverage shall be not only for the **School** and its employees but also for the **Sponsor and Governing Authority** as an additional insured. The certificate of insurance is appended hereto as **ATTACHMENT 10**. The **School** shall provide evidence of such coverage and the insurer shall notify the **Sponsor** in writing at least thirty (30) days in advance of any material adverse change to, or cancellation of, such coverage. **The Governing Authority** shall also maintain directors and officers liability, errors and omissions insurance coverage in an amount not less than one million dollars ($1,000,000) per occurrence.

36. The **Governing Authority** and School shall defend, indemnify and hold harmless the **Sponsor** and its board, employees, officers and agents from any and all claims, demands, actions, suits, causes of action, obligations, losses, costs, expenses, attorney fees, damages, judgments, orders and liabilities of whatever kind of nature in law, equity or otherwise, arising from any of the following:

 (a) A failure of the **Governing Authority** and/or School or any of its officers, trustees, directors, employees, successors, agents or contractors to perform any duty, responsibility or obligation imposed by law or by this Contract; and

 (b) An action or omission by the **Governing Authority** and/or School or any of its officers, trustees, directors, employees, successors, agents or contractors that result in injury, death or loss to person or property, breach of contract, or

violation of statutory law or common law (state and federal), or liabilities of any kind.

The entering into of this Contract and the oversight of the **Sponsor** of the School and the **Governing Authority** pursuant to this Contract shall in no way implicate the **Sponsor** or render it liable or responsible for the acts or omissions of the **Governing Authority or the School**, and, the **Governing Authority** and the School hereby agree to indemnify, and shall defend and hold harmless the **Sponsor**, for claims, demands, actions, suits, causes of action, losses, costs, expenses, attorney fees, damages, judgments, orders or liabilities of any kind claimed by the School, parents of students, the **Governing Authority**, or third parties otherwise arising out of or in any way related to the operations of the **School**.

37. If the **Sponsor** provides a leave of absence to a person who is thereafter employed by the **School**, the **Governing Authority** and **School** shall defend, indemnify and hold harmless the **Sponsor** and its **Board** members, Superintendents, employees and agents from liability arising out of any action or omission of that person while that person is on such leave or employed by the **Governing Authority**. Nothing in this subsection, however, obligates this **Sponsor** to provide such a leave of absence.

38. The **Governing Authority** and School shall timely comply with all reasonable requests of the **Sponsor**. Any reasonable request of the **Sponsor** shall be answered in writing within ten (10) business days and cured within a period of time acceptable to the **Sponsor**. Failure to do so is grounds for termination of this Contract.

39. The **School** administrator, or appropriate representative, shall participate regularly in training provided by the **Sponsor** and/or Ohio Department of Education, and receive technical assistance at the direction of the **Sponsor at the Sponsor's expense**.

40. The **Governing Authority** and administration shall cooperate fully with the **Sponsor** in all activities as required by regulations of the Ohio Department of Education for oversight of the **School**. This includes, but is not limited to:

 a. Annual file up-dates per checklist as set out by the **Sponsor**.
 b. An on-site visit prior to opening of each school year and bi-monthly visits during the school year.
 c. Bimonthly reviews of financial status.
 d. Access (read only) to academic and financial data and data systems.
 e. Other appropriate requests for information from the **Sponsor**, the Ohio Department of Education or the Auditor of State.

The **Governing Authority** recognizes that the **Sponsor** has a legitimate educational interest in the educational records of the **School** and thus grants to the Sponsor read-only access to educational records under 20 U.S.C. § 1232g, the Family Rights and Privacy Act ("FERPA") as necessary for **Sponsor** to carry out its oversight responsibilities. The **Sponsor** agrees to comply with FERPA and the regulations promulgated thereunder and warrants that it uses reasonable methods to limit access to only those records in which they have legitimate educational interests and that as required by law the **Sponsor** will destroy the educational records when no longer needed for the purposes outlined in this Contract, or otherwise needed under state or federal law or any applicable court order. Notwithstanding other indemnification provisions herein, the **Sponsor** agrees that it is responsible for any and all reasonable costs or damages that result from the **Sponsor's** failure to comply with FERPA, or the **Sponsor's** failure to comply with other state and federal laws regarding the privacy of education records.

41. Pursuant to the Ohio Revised Code Section 3314.03(C), the **Governing Authority** shall pay the amount of 3 percent (3%) of the total state funds received each year, in consideration for the time, organization, oversight, fees and costs of the **Sponsor** pursuant to this Contract. Pursuant to Ohio Revised Code Section 3314.02, such payments shall be paid based on invoices from the **Sponsor**. The invoices shall be payable on or before the 30th of the month.

42. The **Governing Authority** and the **Sponsor** must meet at least once yearly at a board meeting before the end of the School's fiscal year to review the terms and provisions of this Contract.

43. All criminal background checks (BCI&I/FBI fingerprint and background check information) of teachers, staff or the **Governing Authority** must be conducted through the "web-check" or another twenty-four (24) hour reporting entity at the expense of the School. The **Governing Authority** must obtain all personal consents necessary to release copies of the Governing Authority's background checks to the **Sponsor**

 As stated above herein, the **Sponsor** is a representative pursuant to Section 3319.39(D) of the Ohio Revised Code, for purposes of receiving and reviewing the results of criminal records checks performed pursuant to Section 3319.39(A)(1) of the Ohio Revised Code for employees working at the **School** and authorizes its agent(s) (including educational management organizations) to communicate this information directly to the **Sponsor** pursuant to this Contract.

44. The **Governing Authority** shall have a Conflict of Interest policy and include that policy in **ATTACHMENT 10.**

45. The **Governing Authority** must have a state-approved technology plan within sixty (60) days of execution of this Contract and complete the filing procedures for OhioNet (formally SchoolNet) and E-rate on or before the next applicable deadlines.

A breach of any of the covenants and/or agreements in subparagraphs 1 through 45 above or, a breach of any terms of this Contract, including all Attachments to this Contract, shall constitute good cause for termination, suspension or non-renewal of this Contract.

C. **Sponsor Obligations.** **The Sponsor** shall provide oversight and guidance to the **Governing Authority** including but not limited to the following:

1. Monitoring the School's compliance with applicable law and the terms of this Contract;

2. Monitoring and evaluating the academic and fiscal performance and the organization and operation of the School;

3. Reporting annually the results of its evaluation to the Department of Education and to parents of students enrolled in the School;

4. Providing reasonable technical assistance to the School in complying with applicable laws and this Contract provided however, the **Sponsor** is not a legal firm so any assistance as to laws should be confirmed by **Governing Authority's** legal counsel;

5. Intervening as the **Sponsor** deems necessary in the School's operation to correct problems with overall performance (including but not limited to exercising its right to place the School on probation under Revised Code § 3314.073 or to non-renew, suspend, or terminate the School under Revised Code § 3314.07 or § 3314.072. The **Sponsor** may, at its sole discretion, require a plan of action from the **Governing Authority** to cure any issues or violations.

6. Preparing and assisting with contingency plans in the event the School experiences financial difficulties or closes before the end of the school year;

7. Provide in writing the annual assurances for the School to the Ohio Department of Education no less than ten (10) business days prior to the first day of school under Revised Code § 3314.19.

8. The Sponsor will have a representative within fifty (50) miles of the **School** facility.

9. Adhere to and comply with the BCHF contract with the Ohio Department of Education even if those provisions affect the **School**, and the **School** consents to such obligations of the **Sponsor**.

10. The **School** acknowledges the purported obligations of the **Sponsor** in the Ohio Department of Education's closing guidance and consents to the authority of the **Sponsor** to carry out those obligations, if needed.

D. **Other.** The Parties covenant and agree as follows:

1. The **Sponsor** and the **Governing Authority** mutually agree that failure to open the **School** on or before September 30, 2011 voids the Contract.

2. The **Sponsor**, upon request, will assist the **Governing Authority** in securing such technical assistance and training or services from other entities as may be reasonably necessary.

3. The **Governing Authority** specifically recognizes and acknowledges the authority of public health and safety officials to inspect and order **School** facilities closed if not in compliance with health and safety laws and regulations in accordance with Ohio Revised Code Section 3314.03(A)(22)(a).

E. **Contract Authorization.** Before executing this Contract, all parties must each pass a resolution (by majority vote at an open board meeting of the **Sponsor** and **Governing Authority** and memorialized as a Resolution in its minutes) authorizing execution of this Contract and authorizing one or more individuals to execute this Contract for and on behalf of the party with full authority to bind that party.

F. **Probation; Suspension of Operations.** The **Sponsor** may place the School on probation pursuant to O.R.C. §§ 3314.073 and .07. The **Sponsor** may suspend operations of the School and this Contract pursuant to O.R.C. § 3314.072. The **Sponsor** may terminate this Contract pursuant to ORC §3314.07. The Department of Education may suspend operations pursuant to Ohio Revised Code § 3314.072 if the **Sponsor** refuses to do so.

Upon receipt of any Notice of Intent to Suspend, or upon receipt of any notice of closure from any governmental or administrative agency, or upon a vote of voluntary closure by the **Governing Authority**, the **Governing Authority** must immediately submit to the **Sponsor**, a good faith deposit of five-thousand dollars ($5,000), so long as payment of such deposit does not violate any community school closing procedures or other laws or contracts. Such deposit shall be used to cover any costs or fees which may be required to facilitate or effectuate closing of the **School**, including but not limited to: notices to parents, transfer of files, change of locks, securing assets, segregating or selling assets, accounting, legal, or treasurer fees incurred by **Sponsor**, in any way associated with the termination or closure of the **School**, if it is

actually suspended and then terminated and closed. However, payment of such deposit shall not be construed to imply that the Governing Authority consents to all above-listed actions by the Sponsor, insofar as the Governing Authority may have competing legal obligations. The good faith deposit will be returned to the **School** without interest if not used for these purposes by the **Sponsor.**

G. **Ending the Community School.** In the event that this Contract is terminated or not renewed, the operation of the School will cease as a community school and the following requirements and procedures apply regarding the **Governing Authority** and the School (unless operations continue as a public school of an existing school district):

1. The School may elect to treat employees as laid-off or their positions abolished. Expiring employee contracts may be non-renewed.
2. Upon termination of this Contract, by law or by these Contract provisions, or upon dissolution of the Ohio non-profit corporation which operates the School, all equipment, supplies, real property, books, furniture or other assets of the **School**, all equipment, supplies, real property, books, furniture or other assets of the **School** shall be distributed in accordance with ORC 3314.015 (E) and 3314.074. The **School** shall comply with all closing procedures included in **ATTACHMENT 11**, even if listed as requirements of **Sponsor**.

H. **Dispute Resolution.** Other than a dispute falling under paragraph I below concerning termination of this Contract, and for all other disputes regarding either any term of this Contract or any community school issue, the parties shall use the following dispute resolution procedure: The parties shall make initial attempts to resolve any dispute between a designated Board Member of the **Sponsor** and the President of the **Governing Authority**. If those parties cannot resolve the dispute, the matter shall be submitted to a qualified mediator for mediation. The parties will make every attempt to resolve such disputes through mediation and shall equally split all fees or costs of any third party mediator and each party shall assume its own attorney fees.

I. **Term.** This Contract shall be for an initial term commencing on the date of execution of this Contract, becoming effective on **July 1, 2011** and ending on **June 30, 2015.** The **Governing Authority's** financial obligations under this Contract survive termination, non-renewal and expiration. The **Sponsor** may choose not to renew the Contract for cause or may choose to suspend operations of the School and this Contract or terminate the Contract at any time for any of the following reasons:

1. Failure to meet student performance requirements stated in this Contract;

2. Failure to meet generally accepted standards of fiscal management;

3. Violation of any provision of this Contract or applicable state or federal law; and

4. Other good cause.

Unless the **Sponsor** has suspended operations of the **School**, a termination shall be effective only at the conclusion of the instructional year.

Upon the expiration of this Contract the **Sponsor** may, with the agreement of the **Governing Authority** and in accordance with Revised Code § 3314.03 (E) renew the contract for a period of time to be determined by the **Sponsor**, but not ending earlier than the end of any school year.

At least ninety (90) days prior to the termination or non-renewal of this Contract, the **Sponsor** shall notify the **Governing Authority** of the proposed action in writing. Receipt of notice by the President or other member of the **Governing Authority** of the School if the President cannot be notified with reasonable effort, shall be conclusively deemed to constitute receipt of notice to the **Governing Authority**. The notice shall include the reasons for the proposed action in detail and the effective date of the non-renewal or termination. The **Governing Authority** may, within fourteen (14) calendar days of receiving the notice, request in writing an informal hearing before the **Sponsor**. The informal hearing shall be held within thirty (30) days of the receipt of a request for the hearing. A decision by the **Sponsor** to terminate this Contract may be appealed only to the State Board of Education. The decision of the State Board of Education shall be final.

J. **Management Agreements.** All management agreements entered into by the **Governing Authority** must be provided to the **Sponsor** not less than ten (10) business days prior to the entering into such management agreements and all management agreements to which **Governing Authority** is currently a party are appended as **ATTACHMENT 12.** The management agreement must allow the budget to contain provisions for adequate professional fees on the **Governing Authority**'s behalf for any controversies between the **Governing Authority** and the management company. Any changes to any management agreements must be provided to the **Sponsor** not less than ten (10) business days prior to such changes. The **Governing Authority** may apply for Internal Revenue Code Tax Exempt (501(c)(3)) status in the name of the School. If the **School** is not contracting with a management company and, at some point, deems at its discretion due to mismanagement, ineffective governance, or poor academic performance one is necessary, the sponsor may require the **Governing Authority** to interview, select and enter into agreement with an educational management organization for such services.

K. **Consulting Agreements.** All consulting agreements entered into by the School or the **Governing Authority** must be provided to the **Sponsor** not less than ten (10) business days prior to the entering into such consulting agreements and all consulting agreements to which the **School** or the **Governing Authority** are currently a party are appended as **ATTACHMENT 13.** Any changes to any consulting agreements must be provided to the **Sponsor** not less than ten (10) business days prior to such changes.

L. **Organizational Structure.** The Organizational Structure and management/ administration, employee, **Governing Authority** relationships must be accurately reflected in an Organization Chart appended as **ATTACHMENT 14**. Written clarifications that describe working relationships of each entity must also be included. Any modifications to the Organizational Structure, positions and/or modifications (adding removing, altering any positions) must be submitted in written form to the **Sponsor** prior to implementation.

M. **Headings and Attachments.** Headings are for the convenience of the parties only. Headings have no substantive meaning. All **ATTACHMENTS 1 - 14** of this Contract are attached hereto and incorporated by reference into this Contract.

N. **Assignments and Modifications.** Except as otherwise provided herein, this Contract and its terms shall not be assigned or delegated without the written approval of the other party. No modifications to this Contract shall be valid and binding unless signed by both the **Sponsor** and the **Governing Authority** and attached to this Contract.

O. **Notice.** Any notice to one party by the other shall be satisfied upon receipt, and deliver by personal delivery or by certified mail; return receipt requested the following persons and address:

If to Sponsor:

Buckeye Community Hope Foundation
c/o Steven J. Boone, President
3021 E. Dublin-Granville Rd., Suite 200
Columbus, Ohio 43231

With a copy to:

Drew McFarland, Attorney at Law
230 E. Broadway
Granville OH 43023

If to Governing Authority or School to:

Jack Calhoun
2029 38th Street NE
Canton, Ohio 44705

With a copy to:

Amy E. Goodson, Esq.
Amy Goodson Co., LLC
1872 5th Street
Cuyahoga Falls, Ohio 44221

Notices of change of person or address must be given pursuant to this paragraph O.

P. **Expiration of** Contract. Upon the expiration of this Contract the **Sponsor** may, in accordance with Revised Code §3314.03(E), renew the Contract.

Q. **Severability.** If any term, provision or clause of this Contract is unlawful or unenforceable, the parties agree that the remaining provisions and terms of the Contract shall continue to be in full force and effect and the unlawful or unenforceable term, provision or clause shall be removed and replaced in a manner that most nearly conforms to the removed portion and original intent of the parties, in a written modification.

The remainder of this page is intentionally left blank.

P. **Expiration of Contract.** Upon the expiration of this Contract the **Sponsor** may, in accordance with Revised Code §3314.03(E), renew the Contract.

Q. **Severability.** If any term, provision or clause of this Contract is unlawful or unenforceable, the parties agree that the remaining provisions and terms of the Contract shall continue to be in full force and effect and the unlawful or unenforceable term, provision or clause shall be removed and replaced in a manner that most nearly conforms to the removed portion and original intent of the parties, in a written modification.

Executed this 17th day of May, 2011.

GOVERNING AUTHORITY:

GARFIELD ACADEMY

By: Jack Calhoun
Jack Calhoun, Board President

With full authority to execute this Contract for and on behalf of **Governing Authority** and with full authority to bind the **Governing Authority and the School;**

SPONSOR:

BUCKEYE COMMUNITY HOPE FOUNDATION, an Ohio nonprofit corporation

By: _____
Steven J. Boone, President

Attachment 1

Incorporation Documents

1. Certificate of Incorporation
2. Articles of Incorporation
3. Code of Regulations
4. Appointment of Statutory Agent
5. Taxpayer Employer ID Number
6. Conflict of Interest Policy (if not in the Code of Regulations)

Doc ID --> 201107400105

DATE:	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
03/15/2011	201107400105	DOMESTIC ARTICLES/NON-PROFIT (ARN)	125.00	.00		.00	.00

Receipt
This is not a bill. Please do not remit payment.

BMD LAW FIRM
ATTN: JOHN MARTIN
75 E. MARKET ST
AKRON, OH 44308

STATE OF OHIO
CERTIFICATE
Ohio Secretary of State, Jon Husted

2003983

It is hereby certified that the Secretary of State of Ohio has custody of the business records for

GARFIELD ACADEMY, INC.

and, that said business records show the filing and recording of:

Document(s)	Document No(s):
DOMESTIC ARTICLES/NON-PROFIT	201107400105

United States of America
State of Ohio
Office of the Secretary of State

Witness my hand and the seal of the Secretary of State at Columbus, Ohio this 10th day of March, A.D. 2011.

Jon Husted

Ohio Secretary of State

Doc ID --> 201107400105

Prescribed by:
Ohio Secretary of State
Central Ohio: (614) 466-3910
Toll Free: 1-877-SOS-FILE (1-877-767-3453)

www.sos.state.oh.us
e-mail: busserv@sos.state.oh.us

Expedite this Form: (Select One)	
Yes	PO Box 1390 Columbus, OH 43216 ** Requires an additional fee of $100 **
No	PO Box 670 Columbus, OH 43216

INITIAL ARTICLES OF INCORPORATION

(For Domestic Profit or Nonprofit)

Filing Fee $125.00

2011 MAR 10 AM 11:54
SECRETARY OF STATE
CLEVELAND OHIO

THE UNDERSIGNED HEREBY STATES THE FOLLOWING:

(CHECK ONLY ONE (1) BOX)

(1) ☐ Articles of Incorporation Profit	(2) ☑ Articles of Incorporation Nonprofit	(3) ☐ Articles of Incorporation Professional
(113-ARF)	(114-ARN)	(170-ARP)
ORC 1701	ORC 1702	Profession ORC 1785

Complete the general information in this section for the box checked above.

FIRST: Name of Corporation: Garfield Academy, Inc.

SECOND: Location: Canton (City) Stark (County)

Effective Date (Optional) _____ (mm/dd/yyyy) *Date specified can be no more than 90 days after date of filing. If a date is specified, the date must be a date on or after the date of filing.*

☑ *Check here if additional provisions are attached*

Complete the information in this section if box (2) or (3) is checked. Completing this section is optional if box (1) is checked.

THIRD: Purpose for which corporation is formed

See Third, Fourth, and Fifth, Articles set forth on Addendum attached hereto and made a part hereof by reference.

Complete the information in this section if box (1) or (3) is checked.

FOURTH: The number of shares which the corporation is authorized to have outstanding (Please state if shares are common or preferred and their par value if any) _____ (No. of Shares) _____ (Type) _____ (Par Value)

(Refer to Instructions if needed)

Completing the information in this section is optional

FIFTH: The following are the names and addresses of the individuals who are to serve as initial Directors.

(Name)

(Street) NOTE: P.O. Box Addresses are NOT acceptable.

(City) (State) (Zip Code)

(Name)

(Street) NOTE: P.O. Box Addresses are NOT acceptable.

(City) (State) (Zip Code)

(Name)

(Street) NOTE: P.O. Box Addresses are NOT acceptable.

(City) (State) (Zip Code)

REQUIRED
Must be authenticated (signed) by an authorized representative
(See Instructions)

Authorized Representative — Date: 3/10/2010

John F. Martin
(print name)

Authorized Representative — Date

(print name)

Authorized Representative — Date

(print name)

532

Last Revised: May 2002

ARTICLES OF INCORPORATION
OF
GARFIELD ACADEMY, INC.

ADDITIONAL PROVISIONS

THIRD: The purposes for which the Corporation is formed are to manage, operate, guide, direct and promote a community school, and such other educational and related activities as the Board of Trustees may define from time to time. This Corporation is organized as a public benefit corporation as defined in Ohio Revised Code Section 1702.01(P).

FOURTH: No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to its Member, Trustees, Officers, or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in the Third Article hereof.

FIFTH: Upon the dissolution of the Corporation, the Board of Trustees shall, after paying or making provision for the payment of all of the liabilities of the Corporation, dispose of all of the assets of the Corporation exclusively for the purposes of the Corporation in such manner, or to a public benefit corporation, the United States, a state or any political subdivision of a state, or an organization recognized as exempt for federal income tax purposes under section 501(c)(3) of the Internal Revenue Code of 1986, as amended, as the Board of Trustees shall determine. Any such assets not so disposed of shall be disposed of by the Court of Common Pleas of the county in which the principal office of the Corporation is then located, exclusively for such purposes or to an organization described above, as said Court shall determine.

CODE OF REGULATIONS

ARTICLE I
GENERAL

Section 1. Name.

The name of this Ohio nonprofit corporation shall be Garfield Academy, Inc., (the "Corporation").

Section 2. Operation, Objectives, and Guiding Principles.

Subject to all of the terms and conditions set forth in the Corporation's Articles of Incorporation and this Code of Regulations, the Corporation is organized, and shall be operated as a public benefit corporation defined in §1702.01(P) of the Ohio Revised Code.

a. The Corporation shall engage in lawful activities that directly or indirectly further public or charitable purpose and, upon dissolution, shall distribute its assets to a public benefit corporation, the United States, a state or any political subdivision of a state, or a person that is recognized as exempt from federal income taxation under section 501(c)(3) of the "Internal Revenue Code of 1986," as amended.

b. Unless otherwise specifically set forth in this Code of Regulations:

1. No part of the net earnings of the Corporation shall inure to the benefit of or be distributable to its members, directors, officers, or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered by its members, directors or officers or other private persons and to make payments and distributions in furtherance of the purposes set forth in these Articles; and

2. No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation; and

3. The Corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office; and

4. No present or former member, or immediate family member of the Board of Directors shall be an owner, employee or consultant of any nonprofit or for profit operator of a community school unless at one year has elapsed since the conclusion of the person's membership; and

5. No loans shall be made by the Corporation to its directors or officers.

Section 3. Location.

The Corporation's headquarters shall be located and maintained in Stark County, Ohio or such other location as the Board of Directors may determine.

Section 4. Property.

The Corporation may purchase, lease, rent, accept as gifts or contributions, or otherwise receive, acquire and manage real and personal property in furtherance of its purposes.

ARTICLE II
BOARD OF DIRECTORS

Section 1. Management.

The Board of Directors shall be the governing body of the Corporation responsible for the management of the affairs of the Corporation in furtherance of its purposes. The Corporation shall have a Board of Directors consisting of no less than five members; all of whom shall be appointed each year to hold office in accordance with Section 2 below. No present or former member, or immediate family member of the Board of Directors shall be an owner, employee, or consultant of any nonprofit or for profit operator of a community school unless at least one year has elapsed since the conclusion of the person's membership.

Section 2. Authority.

Except where otherwise provided in the Ohio Revised Code, the Corporation's Articles of Incorporation, or this Code of Regulations, the full authority of the Corporation shall be vested in and exercised by the Board of Directors. Any authority of the Directors may be delegated to such persons or committees as the Directors so acting may determine.

Section 3. Election of and Term of Office of Directors.

Each Director shall hold office for a term of three years, commencing on the day of the meeting at which the Director was elected and ending on the day of the third annual meeting thereafter or until successor Directors are elected and qualified.. Prior to the expiration of each Director's term, the remaining Board of Directors shall appoint, by majority vote, a replacement Director who shall serve a three year term commencing upon the expiration of each initial Director's term.

Section 4. Director Vacancies.

a. Except as provided in Section 3 above, the office of any Director shall become vacant upon his or her death, failure to qualify, removal or resignation as a Director. Any Director's office shall likewise become vacant if he or she shall be declared of unsound mind or otherwise incompetent by order of a court having jurisdiction..

b. A vacancy among the Directors shall be filled by the appointment of a successor Director to serve for the portion of the term remaining. Such appointment shall made by a vote of the remaining directors, though less than a majority of the whole authorized number of directors.

Section 5. Qualifications.

All Directors are required to obtain a criminal background check, as required by Chapter 3314 of the Ohio Revised Code. A Director may not serve on the Board if he or she has been convicted of, or plead guilty to, a disqualifying offense applicable to his or her position as set

forth under Ohio law. No member of the Board may serve on the governing authority of more than one other Ohio community school while a member of this Board.

Section 6. Compensation.

Directors may elect to receive compensation pursuant to Ohio Revised Code section 3314.025 or subsequent related provisions. Directors may also be compensated or reimbursed, as authorized and approved by the remaining Directors, for services rendered or expenses incurred in furtherance of the purposes of the Corporation.

ARTICLE III
MEETINGS, POWERS AND COMPENSATION OF DIRECTORS

Section 1. General Powers of the Board.

The powers of the Corporation shall be exercised, its business and affairs conducted and its property controlled by the Board of Directors, except as otherwise provided in the Articles of Incorporation, amendments thereto, or Chapter 1702 of the Ohio Revised Code.

Section 2. Other Powers.

Without prejudice to the general powers conferred above, the Directors, acting as a Board, shall have the power:

a. to fix, define and limit the powers and duties of all officers,

b. to appoint, and at their discretion, with or without cause, to remove, or suspend such subordinate officers, assistants, managers, agents, and employees as the Directors may from time to time deem advisable, and to determine their duties and fix their compensation;

c. to require any officer, agent, or employee of the Corporation to furnish a bond for faithful performance in such amount and with sureties as the Board may approve;

d. to designate a depository or depositories of the funds of the Corporation and the officer or officers or other person who shall be authorized to sign notes, checks, drafts, contracts, deeds, mortgages and other instruments on behalf of the Corporation.

Section 3. Meetings of the Board.

Annual Meetings of the Board of Directors shall be held each year for election of officer and for the transaction of any other business which may properly come before the board.

Regular Meetings of the Board of Directors shall be held at least six times a year (including the Annual Meeting) pursuant to the Ohio Revised Code or at such other times and places as is directed by the Board of Directors.

Special and emergency meetings of the Board may be held at any time upon the written call of the Board President or any Director. The person or persons authorized to call special meetings of the Board of Directors may fix a reasonable time and place for holding them.

Except for Special Meetings, written notice of any Board of Directors Meeting shall be given to the Directors at least five (5) days prior to such meeting. Any Special Meeting may be

made other than by written notice when circumstances dictate. Notice of meeting shall be given to the public as required by Ohio law.

Section 4. Quorum.

Except as otherwise provided in this Code of Regulations, the minimum number of Directors necessary to constitute a quorum for the transaction of business at any meeting shall be a majority of the Directors entitled to vote who are then in office.

Section 7. Vote of Directors.

All matters submitted to a vote at any meeting at which a quorum is present shall be determined by a majority vote of the members entitled to vote who are present unless otherwise provided in this Code of Regulations.

Section 6. Executive Session.

So long as the Corporation operates as an Ohio Community School as defined in Ohio Revised Code Section 3314, all meetings shall comply with the legal requirements for Ohio Community Schools. As such, the Board may discuss matters in executive session as permitted by Section 121.22(G) of the Ohio Revised Code as the same may be amended.

ARTICLE IV
OFFICERS

Section 1. Election of Officers.

The Board of Directors shall elect as Officers of the Corporation a President, Secretary, and a Treasurer, and may elect such Vice Presidents and assistant officers as the Board from time to time deems appropriate. Each Director shall be entitled to vote only for one (1) person for each office to be elected. An individual may hold more than one (1) office of the Corporation, provided however, that no person shall execute, acknowledge or verify an instrument in more than one capacity. The duties of the Officers shall be as follows:

a. **President.** The President shall be the active executive officer of the Corporation and shall exercise supervision over the business of the Corporation and over its several officers, subject, however, to the control of the Board of Directors. The President shall preside at all meetings of the Board of Directors. He/She shall preside at all meetings of the Board of Directors. He/She shall have authority to sign all deeds, mortgages, bonds, contracts, notes and other instruments requiring his/her signature; and shall have all the powers and duties prescribed by the General Corporation Act; appoint all committee chairs and committee members; assist in conducting new board member orientation; coordinate managements' annual performance evaluation; recruit new board members; act as spokesperson for the organization; periodically consult with board members on their roles and help them assess their performance; and such other duties as from time to time may be assigned to him/her by the Board of Directors.

b. **Vice-President.** The Vice-President shall perform duties as are conferred upon him/her by those regulations or as may from time to time be assigned to him/her by the Board of Directors or the President. At the request of the President, or in his/her absence or disability, the Vice-President, designated by the President (or in the absence of such designation, the Vice-President designated by the Board of Directors) shall perform all the duties of the President, and when so acting, shall have the powers and duties of the President.

c. **Secretary.** The Secretary of the Corporation shall keep minutes of all proceedings of the meetings and shall make proper records of the same which shall be attested to him/her. He/She shall keep such books as may be required by the Board of Directors and file all reports to states, to the Federal government, and to foreign countries. The Secretary shall be required to give notice of meetings of the Directors, and shall perform such other and further duties as may from time to time be assigned to him/her by the Board of Directors or the President. The Secretary shall sign all deeds, mortgages, bonds, contracts, notes and other instruments executed by the Corporation requiring his/her signature.

d. **Treasurer.** The Treasurer shall monitor the financial affairs of the Corporation. So long as the Corporation is operating a community school defined in Chapter 3314 of the Ohio Revised Code, the Board of Directors shall appoint an Assistant Treasurer to act as the corporation's designated fiscal officer who shall hold such licenses and receive such training as required by Ohio law. The Assistant Treasurer shall cause to be kept adequate and correct accounts of its assets and liabilities, receipts, disbursements, gains, losses, together with such other accounts as may be required, and, review and answer board members' questions about the annual audit and he/she shall perform such other duties as from time to time may be assigned to him/her by the Board of Directors. Upon the expiration of his/her appointment, the Assistant Treasurer shall turn over to the Board of Directors all property, books, paper and money of the Corporation in his/her hands.

e. **Designated Fiscal Officer.** The Board shall have a Designated Fiscal Officer as required by Ohio Law. The Fiscal Officer shall hold the office of Assistant Treasurer. The Fiscal Officer may be an employee or independent contractor hired by the Board. The Fiscal Officer shall have general supervision of all finances; he/she shall receive and have in his/her charge all money, bills, notes, deeds, leases, mortgages and similar property belonging to the Corporation, and shall do with same as may from time to time be required by the Board of Directors. The Fiscal Officer shall not be considered a member of the Board, as that term is used in this Code of Regulations.

The Fiscal Officer shall understand financial accounting for non-profit organizations; manage the board's review of and action related to the board's financial responsibilities; work with management to ensure that appropriate financial reports are made available to the board on a timely basis; review preliminary annual budgets with management and assist in presenting the budget to the board for approval; and review and answer board members' questions about the annual audit. The Fiscal Officer shall cause to be kept adequate and correct accounts of its assets and liabilities, receipts, disbursements, gains, losses, together with such other accounts as may be required, and, upon the expiration of his/her term of office shall turn over to his/her successor to the Board of Directors all property, books, papers, and money of the Corporation in his/her hands; and he/she shall perform such other duties as from time to time may be assigned to him/her by the Board of Directors.

Annual reports are required to be submitted to the board showing income, expenditures, and pending income. The financial records of the organization are public information and shall be made available to the membership, board members, and the public. Annual reports are required to be submitted to the board showing income, expenditures, and pending income. The financial records of the organization are public information and shall be made available to the membership, board members, and the public.

Section 2. Assistant and Subordinate Officers.

The Board of Directors may appoint such assistant and subordinate officers as it may deem desirable. Each such officer shall hold office during the pleasure of the Board of Directors and perform such duties as the Board of Directors may prescribe.

The Board of Directors may from time to time, authorize any officer, appoint and remove subordinate officers, prescribe their authority and duties, and fix their compensation, if any.

Section 3. Duties of Officers May be Delegated.

In the absence of any officer of the Corporation, or for any other reason, which the Board of Directors may deem sufficient, the Board of Directors may delegate, for the time being, the powers and duties, or any one of them, of such officer to any other officer or to any Director.

Section 4. Qualifications and Authority of Officers.

The Officers of the Corporation may, but need not, be Directors of the Corporation. Officers of the Corporation shall have such authority as may be specified from time to time by the Directors.

Section 5. Term of Office.

The officers of the Corporation shall hold office for one year. The number of terms of such Officers shall not be limited.

Section 6. Resignation and Removal.

Any Officer may, by written notice to the Board of Directors, resign at any time. Any Officer may be removed by the Board of Directors without cause at any time.

Section 7. Officer Vacancies.

Vacancies which occur in any office shall be filled by the Board of Directors for the remainder of the vacant term in such manner as said Board, in its discretion, deems appropriate.

ARTICLE V
COMMITTEES

The Corporation may have Standing or Special Committees of no more than two (2) Directors to perform such functions as the Board of Directors may authorize and direct. The chairpersons of such committees shall be selected by the President from among its members. Committee members shall be appointed by the President.

ARTICLE VI
SEAL

If deemed advisable by the Board of Directors, the Corporation may adopt a corporate seal. The Corporate Seal of the Corporation shall be circular in form and shall contain the words, Garfield Academy. If deemed advisable by the Board of Directors, duplicate seals may be provided and kept for the purpose of the Corporation.

ARTICLE VII
NONDISCRIMINATORY POLICY

The Corporation shall not discriminate on the basis of race, color, gender, national origin, pregnancy status or military status with respect to its rights privileges, programs, activities, and/or in the administration of its educational programs and athletics/extracurricular activities. Specifically, with respect to admissions, it will admit students of any race, creed, color, national or ethnic origin, sex, and handicapping condition. Upon the admission of any handicapped student, the Corporation will comply with all federal and state laws regarding the education of handicapped students.

ARTICLE VIII
BOARD POLICIES

Section 1. Conflicts of Interest Policy

The Corporation shall adopt a conflicts of interest policy to protect the Corporation's interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of a Director, Officer, or other interested person.

ARTICLE IX
INDEMNIFICATION

Section 1. Indemnification.

Except as otherwise provided in this Article, the Corporation shall, to the fullest extent not prohibited by applicable law, indemnify each person who, by reason of being or having been a Director or Officer of the Corporation, is named or otherwise becomes or is threatened to be made a party to any action, suit, investigation or proceeding (or claim or other matter therein), and the Corporation by its Board of Directors may indemnify any other person as deemed proper by said Board, against any and all costs and expenses (including attorney fees, judgments, fines, penalties, amounts paid in settlement, and other disbursements) actually and reasonably incurred by, or imposed upon, such person in connection with any action, suit, investigation or proceeding (or claim or other matter therein), whether civil, criminal, administrative or otherwise in nature, with respect to which such person is named or otherwise becomes or is threatened to be made a party by reason of being or any time having been a Director, Officer, employee or other agent of or in a similar capacity with the Corporation, or by reason of being or at any time having been, at the direction or at the request of the Corporation, a director, Director, officer, administrator, manager, employee, volunteer, advisor or other agent of or fiduciary for any subsidiary or other corporation, partnership, trust, venture or other party or enterprise, including any employment benefit plan.

Each request by or on behalf of any person who is or may be entitled to indemnification for reason other than by being or having been a Director or Officer of the Corporation shall be

reviewed by the Board of Directors, and indemnification of such person shall be authorized by said Board only if it is determined by said Board that indemnification is proper in the specific case, and, notwithstanding anything to the contrary in this Code of Regulations, no person shall be indemnified to the extent, if any, it is determined by said Board or by written opinion of legal counsel designated by said Board for such purpose that indemnification is contrary to applicable law.

Section 2. Insurance.

The Corporation, to the extent permitted by Chapter 1702 of the Ohio Revised Code, may purchase and maintain insurance or furnish similar protection for or on behalf of any person who is or at any time has been a Director, Officer, employee, volunteer of, the Corporation.

ARTICLE X
CONFLICT WITH ARTICLES OF INCORPORATION

If, at any time, any provision of this Code of Regulations conflicts with any provision of the Corporation's Articles of Incorporation, the provisions of the Articles of Incorporation shall control, and the portion of this Code of Regulations that conflicts with the Articles of Incorporation shall be void to the extent of the conflict with the Articles of Incorporation.

ARTICLE XI
DISSOLUTION

The Corporation may be dissolved by the Board of Directors at any time, provided that upon dissolution the Corporation shall distribute its assets to a public benefit corporation, the United States, a state or any political subdivision of a state, or a person that is recognized as exempt from federal income taxation under section 501(c)(3) of the "Internal Revenue Code of 1986," as amended.

ARTICLE XII
MISCELLANEOUS

Section 1. Fiscal Year.

The fiscal year of the Corporation shall commence on July 1 and conclude on June 30 of each year.

Section 2. Audit.

The fiscal records of the Corporation shall be audited each year by the Auditor of the State of Ohio or by a Certified Public Accountant and the report thereof made available to the President, the Board of Directors, and such other persons as may be necessary or appropriate.

Doc ID --> 201110201131

DATE:	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
04/13/2011	201110201131	DOMESTIC AGENT SUBSEQUENT APPOINTMENT (AGS)	25.00	.00		.00	.00

Receipt

This is not a bill. Please do not remit payment.

GOODSON CO., LLC
1872 5TH STREET
CUYAHOGA FALLS, OH 44221

STATE OF OHIO

CERTIFICATE

Ohio Secretary of State, Jon Husted

2003983

It is hereby certified that the Secretary of State of Ohio has custody of the business records for

GARFIELD ACADEMY, INC.

and, that said business records show the filing and recording of:

Document(s)	Document No(s):
DOMESTIC AGENT SUBSEQUENT APPOINTMENT	201110201131

United States of America
State of Ohio
Office of the Secretary of State

Witness my hand and the seal of the Secretary of State at Columbus, Ohio this 11th day of April, A.D. 2011.

Jon Husted

Ohio Secretary of State

Complete the information in this section if box (1) (2) or (3) is checked.

ORIGINAL APPOINTMENT OF STATUTORY AGENT

The undersigned, being at least a majority of the incorporators of Garfield Academy, Inc. hereby appoint the following to be statutory agent upon whom any process, notice or demand required or permitted by statute to be served upon the corporation may be served. The complete address of the agent is

John F. Martin
(Name)
75 East Market Street
(Street) NOTE: P.O. Box Addresses are NOT acceptable.
Akron ,Ohio 44308
(City) (Zip Code)

Must be authenticated by an authorized representative

Authorized Representative — Date: 3/10/2010

Authorized Representative — Date

Authorized Representative — Date

ACCEPTANCE OF APPOINTMENT

The Undersigned, John F. Martin, named herein as the Statutory agent for, Garfield Academy, Inc., hereby acknowledges and accepts the appointment of statutory agent for said entity.

Signature: _____ (Statutory Agent)

Doc ID --> 201110201131

Form 521 Prescribed by the:
Ohio Secretary of State

Central Ohio: (614) 466-3910
Toll Free: (877) SOS-FILE (767-3453)

www.sos.state.oh.us
Busserv@sos.state.oh.us

Expedite this form: (select one)
Mail form to one of the following:

- O Expedite — PO Box 1390, Columbus, OH 43216
 *** Requires an additional fee of $100 ***
- ⊙ Non Expedite — PO Box 788, Columbus, OH 43216

STATUTORY AGENT UPDATE

Filing Fee: $25

(CHECK ONLY ONE (1) BOX)

(1) Subsequent Appointment of Agent	(2) Change of Address of an Agent	(3) Resignation of Agent
☑ Corp (165-AGS)	☐ Corp (145-AGA)	☐ Corp (155-AGR)
☐ LP (165-AGS)	☐ LP (145-AGA)	☐ LP (155-AGR)
☐ LLC (171-LSA)	☐ LLC (144-LAD)	☐ LLC (153-LAG)
		☐ Partnership (155-AGR)

Name of Entity Garfield Academy, Inc.

Charter, License or Registration No. 2003983

Name of Current Agent John F. Martin

Complete the information in this section if box (1) is checked

Name and Address of New Agent

Amy E. Goodson
Name of Agent

1872 5th Street
Mailing Address

Cuyahoga Falls — Ohio — 44221
City — State — Zip Code

ATTACHMENT 1
PAGE 15

Complete the information in this section if box (1) is checked and business is an Ohio entity

ACCEPTANCE OF APPOINTMENT FOR DOMESTIC ENTITY'S AGENT

The Undersigned, Amy E. Goodson, named herein as the
Name of Agent

Statutory agent for, Garfield Academy, Inc., hereby acknowledges
Name of Business Entity

and accepts the appointment of statutory agent for said entity.

Signature: _____
Statutory Agent

☐ If the agent is an individual using a P.O. Box, the agent must check this box to confirm that the agent is an Ohio resident.

Complete the information in this section if box (2) is checked

New Address of Agent _____
Mailing Address

_____ Ohio _____
City State Zip Code

☐ If the agent is an individual using a P.O. Box, check this box to confirm that the agent is an Ohio resident.

Complete the information in this section if box (3) is checked

The agent of record for the entity identified on page 1 resigns as statutory agent.

Current or last known address of the entity's principal office where a copy of this Resignation of Agent was sent as of the date of filing or prior to the date filed.

Mailing Address

_____ Ohio _____
City State Zip Code

By signing and submitting this form to the Ohio Secretary of State, the undersigned hereby certifies that he or she has the requisite authority to execute this document.

REQUIRED
Must be authenticated (signed) by an authorized representative **(See Instructions)**

Jack Calhoun — Authorized Representative — Date

Jack Calhoun
Print Name

Authorized Representative — Date

Print Name

X

IRS DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 04-04-2011

Employer Identification Number:
45-1258812

Form: SS-4

Number of this notice: CP 575 A

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB OF THIS NOTICE.

007617.855496.0019.001 1 MB 0.382 852

GARFIELD ACADEMY
1379 GARFIELD AVE SW
CANTON OH 44706

007617

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 45-1258812. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

Form 1120 09/15/2011

If you have questions about the form(s) or the due dates(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, Accounting Periods and Methods.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, Entity Classification Election. See Form 8832 and its instructions for additional information.

(IRS USE ONLY) 575A 04-04-2011 GARF B 0509905424 SS-4



007617

Keep this part for your records. CP 575 A (Rev. 7-2010)

Return this part with any correspondence so we may identify your account. Please correct any errors in your name or address.

CP 575 A

0509905424

Your Telephone Number
() -

Best Time to Call

DATE OF THIS NOTICE: 04-04-2011
EMPLOYER IDENTIFICATION NUMBER: 45-1258812
FORM: SS-4
NOBOD

INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

GARFIELD ACADEMY
1379 GARFIELD AVE SW
CANTON OH 44706

CODE OF ETHICS / CONFLICT OF INTEREST POLICY

This Code of Ethics (the "Code of Ethics") has been unanimously adopted by the Board of Directors of the School (the "Non-Profit") and is intended to apply to the Corporation's directors, officers and employees.

I. PURPOSE OF CODE OF ETHICS

The purpose of this Code of Ethics is to promote the honest and ethical conduct of the directors, officers and employees of the Corporation, including: (i) the ethical handling of actual or apparent conflicts of interest between personal and professional relationships; (ii) full, fair, accurate, timely and understandable disclosure in periodic reports required to be filed by the Corporation; (iii) compliance with all applicable governmental rules and regulations; (iv) prompt internal reporting of violations of this Code of Ethics; and, (v) accountability for adherence to this Code of Ethics. This Code of Ethics is intended to supplement but not replace any applicable state laws governing conflicts of interest applicable to non-profit and charitable corporations.

II. CONFLICT OF INTEREST POLICY

1. Definitions.

Interested Person. Any director, officer, or employee of the Corporation who has a direct or indirect financial interest, as defined below, is an interested person.

Financial Interest. A person has a financial interest if the person has, directly or indirectly, through business, investment or family:

(a) an ownership or investment interest in any entity with which the Corporation has a transaction or arrangement, or

(b) a compensation arrangement with the Corporation or with any entity or individual with which the Corporation has a transaction or arrangement, or

(c) a potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Corporation is negotiating a transaction or arrangement.

Compensation includes direct and indirect remuneration as well as loans, gifts or favors that are substantial in nature. Without limiting the generality of the foregoing, the receipt of gifts during any twelve-month period having a value or cost of $25 or more in the aggregate shall be considered substantial in nature.

A financial interest is not necessarily a conflict of interest. A person who has a financial interest may have a conflict of interest only if the appropriate board or committee decides that a conflict of interest exists.

2. Procedures

(a) Duty to Disclose. In connection with any actual or possible conflicts of interest, an interested person must disclose the existence of his or her financial interest and must be given the opportunity to disclose all material facts to the directors and members of committees with board-delegated powers considering the proposed transaction or arrangement.

(b) Determining Whether a Conflict of Interest Exists. After disclosure of the financial interest and all material facts, and after any discussion with the interested person, he or she shall leave the board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall thereupon determine, by a vote of seventy-five percent (75%) of the votes entitled to vote, whether the disclosure shows that a conflict of interest exists or can be reasonably construed to exist.

(c) Procedures for Addressing the Conflict of Interest.

(i) An interested person may make a presentation at the board or committee meeting, but after such presentation, he or she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement that results in the conflict of interest.

(ii) The chairperson of the board or committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.

(iii) After exercising due diligence, the board or committee shall determine whether the Corporation can obtain a more advantageous transaction or arrangement with reasonable efforts from a person or entity that would not give rise to a conflict of interest.

(iv) If a more advantageous transaction or arrangement is not reasonably attainable under circumstances that would not give rise to a conflict of interest, the board or committee shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the Corporation's best interest and for its own benefit and whether the transaction is fair and reasonable to the Corporation and shall make its decision as to whether to enter into the transaction or arrangement in conformity with such determination.

(d) Violations of the Conflict of Interest Policy.

(i) If the board or committee has reasonable cause to believe that a person has failed to disclose actual or possible conflicts of interest or has violated this policy, it shall inform such person of the basis for such belief and afford such person an opportunity to explain the alleged failure to disclose or violation.

(ii) If, after hearing the response of the person and making such further investigation as may be warranted in the circumstances, the board or committee determines that the person has in fact failed to disclose an actual or possible conflict of interest or has violated this policy, it shall take appropriate disciplinary and corrective action.

(e) Prohibited Conflicts of Interest. The foregoing notwithstanding, the limitations specified below shall apply to all of the Corporation's directors, officers and employees, and any situation violating such limitations shall constitute a violation of this policy, not subject to waiver or approval by the board or otherwise:

(i) No person who is an officer or employee of a for-profit education management organization having a business relationship with the Corporation shall be a director of the Corporation during such relationship.

(ii) No person who is an officer or employee of a for-profit organization having a business relationship with the Corporation shall be a director of the Corporation during such relationship.

(iii) Directors, officers, or employees of any single organization shall hold no more than forty percent (40%) of total seats comprised by the Board.

(iii) No director, officer, or employee of the Corporation may ask a subordinate, a student, or a parent of a student to work on or give to any political campaign.

3. Records of Proceedings. The minutes of the board and all committees with board-delegated powers shall contain:

(a) The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the board's or committee's decision as to whether a conflict of interest in fact existed.

(b) The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection therewith.

4. Compensation.

(a) A voting member of the board of directors who receives compensation, directly or indirectly, from the Corporation for services is precluded from voting on matters pertaining to that member's compensation.

(b) A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Corporation for services is precluded from voting on matters pertaining to that member's compensation.

5. Statements of Understanding. Each director, officer and employee shall at the time of election, appointment or employment, and every anniversary thereof, sign a statement which affirms that such person:

(a) has received a copy of this Code of Ethics,

(b) has read and understands this Code of Ethics,

(c) has agreed to comply with this Code of Ethics, and

(d) understands that the Corporation is a charitable organization and that in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

III. COMPLIANCE WITH LAWS, RULES AND REGULATIONS

Recognition of the public interest must be a permanent commitment of the Corporation in the conduct of its affairs. The activities of the Corporation's directors, officers and employees must always be in full compliance with both the letter and spirit of the Education Law, Not-for-Profit Corporation Law, the Corporation's Charter, the Corporation's Bylaws and all other laws, rules and regulations applicable to the Corporation's purposes and business. Furthermore, no such person should assist any third party in violating any applicable law, rule or regulation. This principle applies whether or not such assistance is, itself, unlawful. The Corporation's directors, officers and employees must respect and obey the laws of the cities, states and countries in which the Corporation operates and avoid even the appearance of impropriety. When there is a doubt as to the lawfulness of any proposed activity, advice must be sought from the Corporation's president, the directors and/or legal counsel.

Violation of applicable laws, rules or regulations may subject the Corporation, as well as any director, officer or employee involved, to severe adverse consequences, including imposition of injunctions, monetary damages, fines and criminal penalties, including imprisonment. Directors, officers and employees who fail to comply with this Code of Ethics and applicable laws will be subject to disciplinary measures up to and including termination of employment or relationship with the Corporation.

To ensure that the Corporation operates in a manner consistent with its charitable purposes and that it does not engage in activities that could jeopardize its status as an organization exempt from federal income tax, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects:

(a) Whether compensation arrangements and benefits are reasonable and are the result of arm's-length bargaining.

(b) Whether partners and joint venture arrangements and arrangements with management services organizations conform to written policies, are properly recorded, reflect reasonable payments for goods and services, further the Corporation's charitable purposes, and do not result in inurement or impermissible private benefit.

(c) Whether agreements to provide education and agreements with other employees and third parties further the Corporation's charitable purposes and do not result in inurement or impermissible private benefit.

Attachment 2

Copy of Facility Lease
or
Title to Property



WHITE HAT

MANAGEMENT

July 29, 2009

David Lombardi, Senior Pastor
Trinity Gospel Temple
P.O. Box 20029
Canton, Ohio 20029

RE: Lease Renewal - Hope Academy 1379 Garfield Avenue, SW, Canton, OH

Dear Brother Dave:

Please allow this letter to serve as notice of our desire to exercise the second five (5) year lease renewal option as provided in the lease dated May 24, 2002 between White Hat Realty, LLC and The Trinity Evangelistic Association for Hope Academy located at 1379 Garfield Avenue SW, Canton, Ohio pursuant to Paragraph 3 of the lease. As provided in the lease, the renewal term under the second option period shall be for five (5) years, commencing July 1, 2009 and expiring June 30, 2014.

All other terms and conditions of the Lease shall remain the same except that the total base rent under the renewal term shall increase to $128,547 during the term, payable in twelve (12) equal and consecutive monthly installments of $10,712.

Sincerely yours,

Michael A. Kunce
White Hat Management, on behalf of White Hat Realty, LLC
159 S. Main Street Suite 525
Akron, Ohio 44308
Office: (330) 762-1074
Cell: (330) 351-3045

NET SUBLEASE AGREEMENT

THIS NET SUBLEASE AGREEMENT, hereinafter called the "Lease", is entered into effective as of the 1st day of July, 2011, by and between BHA Canton, LLC, a Nevada limited liability company, c/o White Hat Management, LLC, 159 South Main Street, Suite 600, Akron, Ohio 44308 ("Lessee"), and Teragram Realty, LLC, a Nevada limited liability company, 159 South Main Street, Suite 500, Akron, Ohio 44308 ("Sublessor").

WITNESSETH:

WHEREAS, Sublessor leases certain real property located at 1379 Garfield Avenue, Canton, Ohio 44706, as described in Exhibit "A" attached hereto and made a part hereof (the "Property") from The Trinity Evangelistic Association, an Ohio non-profit corporation ("Owner"), pursuant to a Lease dated May 24, 2002, between Sublessor (then known as White Hat Realty, LLC) and Owner (the "Main Lease");

WHEREAS, Sublessor desires to lease the Property to Lessee and Lessee desires to lease the Property from Sublessor, upon the conditions and terms set forth herein.

NOW, THEREFORE, in consideration of their mutual promises, covenants and intending to be legally bound, the parties hereto agree as follows:

1. **Lease Term**. Sublessor hereby lets and leases to Lessee, the Property for the term of one (1) year, commencing July 1, 2011, and Lessee agrees to lease the same for such term. Lessee shall not have any right to renew this Lease. As used herein, a "Lease Year" shall mean a period of twelve months running from July 1 of each year to June 30 of the following year.

2. **Rent**. Lessee shall pay to Sublessor, as the rent for the Property, the annual sum of One Hundred Twenty-Eight Thousand Five Hundred Forty-Four and No/100 Dollars ($128,544.00). The rentals to be paid hereunder shall be payable in monthly installments of Ten Thousand Seven Hundred Twelve and No/100 Dollars ($10,712.00), which shall be paid in advance on the first day of each month during the term hereof, commencing as of the date hereof. Lessee covenants and agrees that it will pay to Sublessor, its agents, successors or assigns, the rent, when due, in lawful money of the United States, without demand and without any deduction whatsoever, and shall pay the same at the Sublessor's office, unless another address is designated by notice to Lessee or otherwise provided.

3. **Expenses**. Lessee further covenants and agrees to pay all costs, perform all duties and provide all goods and services required to be paid, performed or provided by Sublessor under the Main Lease at its sole cost and expense in the time and manner provided for in the Main Lease. Without limiting the generality of the foregoing, Lessee shall be responsible for (i) all common area and similar expenses allocable to the Property; (ii) the payment of any real estate taxes or assessments to be paid by Sublessor under the Main Lease; (iii) the maintenance, replacement and repair of the Property, its equipment and fixtures as and when needed in compliance with the terms of the Main Lease; (iv) obtain and maintain all insurances required to be obtained and maintained

by Sublessor under the Main Lease, such as fire, casualty and extended coverage; premises liability; rental interruption; worker's compensation. Sublessor shall be named as an additional insured in all liability policies obtained by Lessee.

4. **Security Deposit**. Unless Sublessor waives the requirement of this Section 4, which waiver may be revoked at any time, Lessee shall pay to Sublessor at the time of execution of this Lease, an amount equal to three months' base rentals hereunder (the "Security Deposit"), which sum Sublessor shall retain as security for the performance by Lessee of each of its obligations hereunder. In the event Sublessor waives the Security Deposit, Sublessor may at any time during the term of this Lease revoke such waiver and immediately require Lessee to make such deposit in Sublessor's sole and absolute discretion. Lessee shall from time to time deposit such additional amounts as shall be necessary to adjust the Security Deposit to cover any increase in rentals hereunder. Lessee agrees that the Security Deposit shall not be used as the last month's rent. If Lessee fails at any time to perform its obligations, Sublessor may at its option apply said Security Deposit, or so much thereof as is required, to cure Lessee's default and Lessee shall immediately remit to Sublessor such amount as is necessary to restore the Security Deposit to its full amount as provided above. Unless Sublessor uses the same to cure a default of Lessee or to restore the Premises to the condition that Lessee is required to leave it at the conclusion of the term, Sublessor shall, within sixty (60) days of the termination or expiration of the Lease or as otherwise, refund so much of the deposit as remains.

5. **Mortgages**. The Lessee agrees to subordinate this Lease to the lien of any mortgage, security agreement and/or assignment of rents, or any such other instrument, granted to any party by Sublessor or Owner and secured by the Property.

If Sublessor requests Lessee to make payments under any such mortgage, security agreement, and/or assignment of rents, or any such other instrument, directly to the holder of any such instrument, Lessee covenants and agrees to timely pay the same pursuant to the terms and conditions thereof. The parties agree that all amounts so paid shall be deducted from the monthly rent due. No action taken to enforce said mortgage, security agreement and/or assignment of rents, or such other instrument, by result of a default thereunder shall terminate this Lease or constitute a breach of any terms hereof as long as Lessee is not in default hereunder and Lessee will attorn to any purchaser or assignee in any foreclosure sale.

6. **Payment of Utilities**. Lessee shall contract for and pay for all necessary utilities for service to the Property during the term of this Lease, including without limitation, electric, gas, water, steam and sewer payments, except to the extent any of the same may be provided by Owner under the main Lease..

7. **Use of Property**. Lessee shall use the Property solely for the operation of a community school and related activities. Lessee accepts the Property "as is", and covenants and agrees to use and keep the Property in good, clean and sanitary condition; to keep the sidewalks and steps abutting the Property free of ice, snow and rubbish; to comply with all applicable statutes, ordinances, rules and regulations of all governmental agencies with jurisdiction over the Property; and to promptly cooperate with Sublessor to cause compliance with all orders of such governmental agencies to the Sublessor concerning the Property. Further, Lessee covenants and agrees to commit

and permit no waste on or of the Property.

8 **Alterations to Property**. Lessee shall not make alterations to the Property without the prior written consent of Sublessor, which consent shall not be unreasonably withheld. Sublessor's denial of consent to an alteration shall be reasonable if based upon Owner's denial of consent under the Main Lease.

9. **Inspection of Property**. Lessee agrees to permit Sublessor or its agent to inspect the Property at any reasonable time and to enter thereon for the purpose of inspecting same. Lessee agrees to permit Owner or its agent to inspect the Property as and when permitted in the main Lease.

10. **Signs**. Lessee shall have the right to erect and place signs, in, upon and about the Property in compliance with the Main Lease and all applicable laws and regulations. Lessee at the end of the term of this Lease, at Owner or Sublessor's request, shall remove all signs from the Property and repair any resulting damage or defacement to the Property.

11. **Liability Insurance**. Lessee agrees to save, protect and defend Sublessor and to hold Sublessor harmless from all loss, cost and expense resulting from injury to or death of persons, or damage or loss of property occurring in, or about the Property, unless caused by or due to the negligence of Sublessor or its agents. If such coverage is not required by the Main Lease, Lessee agrees to provide for and cover such liabilities with appropriate insurance, from a first-class company, in a single limit policy amount of at least One Million Dollars ($1,000,000.00) coverage per occurrence, and One Hundred Thousand Dollars ($100,000.00) for property damage, and to furnish Sublessor a certificate giving evidence of such liability coverage and naming Sublessor as the insured, with Lessee and Owner as additional insureds as their interests appear. Sublessor and Lessee do hereby release and discharge the other from any liability for loss or damage to property caused by fire or other casualty for which insurance (permitting waiver of liability and containing waiver of subrogation whereby insurer waives its right of subrogation against the other) is required to be carried by the injured party under the terms of this Lease. Each party shall give notice of this provision of this Lease to its insurer(s).

12. **Additional Insured**. Lessee, at Sublessor's request, will cause any mortgagee of the Property to be added as additional insureds as their interests may appear on any and all insurance policies required to be purchased and maintained by Lessee hereunder.

13. **Government Regulations**. Lessee shall comply with all statutes, ordinances, rules, orders, regulations and requirements of the federal, state and local governments and all of their departments and bureaus pertaining to the Lessee's use and occupancy of the Property during said term at the Lessee's sole cost and expense.

14. **Right to Possession**. Sublessor covenants and warrants that at all times during the term hereof, so long as Lessee is not in default hereunder, whether for rental payments or any other of its obligations, Lessee shall have the right of possession of the Property under the terms of the Lease without hindrance from Sublessor or any person(s) or party(ies) lawfully claiming through or under Sublessor.

15. **Fire Insurance Proceeds**. If the building and improvements are damaged to an extend allowing Sublessor to terminate the Main Lease, Sublessor shall consult with Lessee in determining whether to so terminate the Main Lease or continue the Main Lease as provided therein. This Lease shall terminate immediately upon any such termination of the Main Lease.

16. **Lease Expiration, Termination and Default.**

(a) Upon the expiration of the Lease, or its termination by reason of other provisions herein, Lessee covenants and agrees to vacate, deliver up and surrender possession of the Property to Sublessor. Upon expiration of this Lease, or termination by any reasons of any provision herein, Lessee forfeits all right, title and interest in and to the subject Property.

(b) If any of the terms, provisions or conditions of this Lease are breached in any respect or defaulted under by Lessee, Sublessor or its representatives may terminate the Lease upon ten (10) days written notice to Lessee and re-enter the Property by force or summary proceedings and remove all persons, property and effects therefrom without being liable therefore; may rent Property on behalf of Lessee, in any manner and upon any terms, without releasing Lessee from liability herein, applying any monies collected first to Sublessor's cost and expenses in all such undertakings, then upon Lessee's liabilities hereunder; and Sublessor may use all other remedies available to it, in law or in equity, including the appointment of a receiver. If the Lessee is in default and Sublessor deems the Lease to be terminated, Lessee forfeits all right, title and interest in and to the Property.

(c) At the expiration of the term, holding over by the Lessee, with or without Sublessor's consent, shall constitute a holdover and shall not constitute a renewal, and shall be a month to month tenancy, with the rent being equal to one-twelfth (1/12) of the annual rental amount of this Lease and the same shall be payable in advance each such month, along with all other expenses due under the terms and conditions of this Lease. However, this provision shall not be construed to give the Lessee any right to holdover, and it is expressly understood and agreed that the Lessee has no right to holdover.

17. **Non-Payment of Money**. No default or breach of the Lease by Lessee involving payment of money, either to the Sublessor, Owner or to any other party to whom a payment is due under the terms and conditions hereof, shall be deemed to have occurred unless Sublessor shall have notified Lessee in writing of such breach and Lessee shall have failed to pay such sum(s) within ten (10) days from the date of such notice; provided, however, that this "notice" period shall not apply to the extent Lessee is to make payments to Owner or to any deed of trust, mortgage note, mortgage, promissory note or security agreement payments to be made by Lessee to the holder(s) of any such instruments, as referenced in Section 5 hereof, all of which shall be promptly paid by Lessee in accordance with their terms. If such breach be other than for payment of money, it shall be deemed to have occurred only after like notice and Lessee's failure to cure the same or to have commenced and maintained effective action to cure the same within thirty (30) days from the date of such notice. Lessee's failure to diligently maintain and continue such effective action after once being so notified, shall constitute a breach not requiring further notice or time.

In the event of:

(a) a default for non-payment as provided;

(b) any failure to promptly pay any amounts pursuant to any deed of trust, mortgage note, mortgage, promissory note or security agreement as set forth in Section 5 hereof;

(c) a breach for other than payment of money as provided; or,

(d) failure to diligently maintain and continue action to remedy a breach for other than money,

Sublessor may terminate this Lease and re-enter and take possession as provided in Section 16(a) above, and may use all other remedies available to it in law or in equity.

18. **Non-Waiver**. Any failure of Sublessor to insist upon strict performance of any part or provision of the Lease shall not be deemed a waiver, and shall not waive or diminish Sublessor's right thereafter to demand strict compliance therewith or any other provision and shall not prejudice or affect Sublessor's rights in event of a subsequent default. Sublessor's rights and remedies under this Lease are cumulative.

19. **Right to Sublease**. Lessee shall not have the right to sublease the Property without the prior written consent of the Sublessor. Such consent may be withheld in Sublessor's sole discretion.

20. **Appropriation**. In the event that the property is appropriated by the city, county, state or Federal Government, or any other appropriating agency, or a private entity pursuant to any enabling legislation or statute, Sublessor shall be entitled to the entire payment without any deductions.

21. **Assignment**. Lessee shall have no right to pledge, assign, transfer or otherwise negotiate its interest in this Lease, in whole or in part.

22. **Indemnification by Lessee**. Lessee shall indemnify and save Sublessor harmless from any and all injury to or loss of the Property from whatever cause, and from liability arising out of the use, maintenance and/or delivery thereof, but shall be credited with any amounts received by Sublessor from insurance procured by Lessee. In addition, Lessee shall indemnify Sublessor for any loss, cost or liability arising from Lessee's failure to comply with any provisions of the Main Lease.

23. **Lien Free Use of Property**. Sublessor's rights under the Main Lease and its corresponding leasehold interest in the Property shall remain the property of Sublessor and title thereto shall remain in Sublessor exclusively. Lessee shall keep such leasehold interest and the Property free from any and all liens and claims, and shall not do or permit any act whereby such title or right may be encumbered or impaired without the consent of Sublessor, which consent may

be withheld for any reason or no reason. Lessee shall give Sublessor immediate notice of any attachment or other judicial process affecting such leasehold or the Property, and indemnify and save Sublessor harmless from any loss or damage caused thereby. Upon the expiration or termination hereof, the Property shall be returned to Sublessor by Lessee at Lessee's sole expense and in the same condition as when received by Lessee, reasonable wear and tear resulting from proper use thereof alone excepted.

24. **Insolvency of Lessee.** In the event of Lessee's default hereunder or becoming insolvent, or if Lessee ceases doing business as a going concern, or if a petition is filed by or against Lessee under any bankruptcy act or any act or law of similar import thereto, or if Lessee, without Sublessor's prior written consent, attempts to remove, sell, transfer, encumber or sublet the Property, or if Sublessor reasonably and in good faith deems itself insecure, Sublessor and/or its agents may without notice or liability or legal process enter into the Property and take control of same and in order to accomplish same, may use all force necessary or permitted by applicable law. Lessee hereby expressly waives all further rights to possession of the Property and all claims for injury suffered through or loss caused by such repossession. Should any legal proceeding be instituted by Sublessor to recover any monies due and/or to become due hereunder and/or for possession of the Property, Lessee shall pay a reasonable sum as attorney's fees, in addition to all amounts due and the expenses of retaking and such legal proceedings.

25. **Notice.** Any bill, statement or notice permitted or required under the Lease to any party named herein, shall be in writing and sent by U.S. Certified Mail, postage prepaid to either party, at its respective address above or at such other address as such party shall from time to time designate in writing.

26. **Binding Agreement.** This Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, limited, however, by any provisions herein expressed to the contrary.

27. **Termination.** In the event that either (i) the community school contract for any community school occupying any part of the Property expires, is terminated or is not renewed, or (ii) any management agreement between Lessee and any community school occupying any part of the Property expires, is terminated, or is not renewed, Lessee may, in its sole discretion, elect to terminate this Lease. Lessee shall give Sublessor 45 days notice of its intent to terminate pursuant to this Section 27.

28. **Miscellaneous.**

(a) Section headings are inserted for convenient reference only and shall not affect the construction of this Lease.

(b) Any language, clause or provision hereof found to be invalid or unenforceable under the law of the State of Ohio shall be deemed to be deleted only with respect to such offending language, clause or provision.

(c) The laws of the jurisdiction in which the Property is located shall control the

construction and enforcement of this Lease.

IN WITNESS WHEREOF, the parties have duly executed this Lease as of the date first above written.

Lessee:
BHA CANTON, LLC

By: _____
Thomas M. Barrett, President

Sublessor:
TERAGRAM REALTY, LLC

By: _____
Joseph R. Weber, Vice President

Attachment 3

Governing Authority Documents

1. Roster of members with contact information
 (include work, home phone numbers, and email addresses)
2. Copy of BCI & FBI check results for each board member
3. Resume for each board member
4. Board meeting schedule
5. Description of Board member selection and removal process

BOARD OF DIRECTORS

Garfield Academy

Jack Calhoun
President
2029 38th Street NE
Canton, OH 44705
330-454-6722 (home)
330-495-4452 (cell)
jjc76@sbcglobal.net

Anthony Lombardi, Jr.
Treasurer
158 Victoria NW
Canton, OH 44708
330-477-5316 (home)
atdlomb@aol.com

Brother Dave Lombardi
Vice President
Trinity Gospel Temple
1612 Tuscarawas St. West
Canton, OH 44708
330-453-0650 x104 (work)
330-353-2422 (cell)
330-453-5358 and 216-321-7334 (fax)
dlml81157@aol.com

Dana Gammill
4111 38th Street NW
Canton, OH 44718
330-493-4111
mdgammill0121@yahoo.com

George Smith
5331 Dunfred Circle SE
Canton, OH 44707
330-484-1499
gssmittyg2@aol.com

Amy Goodson-Beal
Board Counsel
504 North Munroe Rd.
Tallmadge, OH 44278
330-818-0131 (home and fax)
330-962-6776 (cell)
amygoodsonlaw@gmail.com

Board member BCI and FBI check results are reviewed and kept on file in the Sponsor's official copy of the sponsorship contract.

2029 - 38th Street N.E.
Canton, OH 44705

Phone HM (330)454-6722 unlisted
WK (330) 451-7424
Fax (330) 451-7050
E-mail JCalhoun@NEO.RR.Com

Jack J. Calhoun

Objective

To use my life experiences to help me serve as a volunteer on the M.R.D.D. Board and as a worker with children and adults who have special needs.

Experience

1969 – 1973 Canton City Police Department Canton, OH

1973 – 1975 State of Ohio

EEO Compliance Officer

1975 – 1979 Canton City Police Department Canton, OH

Special Police Officer

1979 – Present Stark County Sheriff's Office Canton, OH

1979 - 1981 Deputy Sheriff

1981 - 1985 Sargent of Road Patrol

1985 - 1990 Lieutenant Jail Division

1990 - 1997 Captain Jail Administration

1995 Assigned to Staff Services

1997- Present Reassigned as commander of court security

2000 Promoted to Major

Education

1956 Graduate Canton McKinley High School

1956-1958 Central State University

Correctional Management and Suicide Prevention Training at The National Institute of Corrections, Boulder, Colorado

Accreditations and licenses

Certified OPOTA Instructor in Corrections

Notary Public

Professional Membership

Police Association (NBPA)

FOP Member, Mckinley Lodge

National Sheriff' Association

Buckeye Sheriff Association

National Organization of Black Law Enforcement Officers

Canton Urban League

NAACP

Community & Professional Activities

Jail Consultant for the Technical Assistance Network of Ohio from 1987 to 1995

Served on Central Mental Health Board for 2 years

Served as President for 5 years on Ebony Police Association of National Black Officers

Served on Mayor's Literacy Committee for 5 years

Interests & Activities

Elected to Stark County Amateur Baseball Hall of Fame in 1989

1st Manager of Holly Hills Challenger Team in 1991 for children with disabilities

Personal Information

Born September 5, 1938

Married to Connie

Father of four children

Rayetta who is an Ohio State Patrol Trooper

Jack J. Calhoun III, Lisa and Leslie

Served 3 years in the U.S. Army, Rank SP4

Garfield Academy

Canton Board Member

RESUME

RE: LSC Canton /CANTON OHIO

ANTHONY LOMBARDI
158 VICTORIA AVE. N.W.
CANTON, OHIO
DRIVER LICENSE # RG927596

GRADUATE OF TIMKEN HIGH SCHOOL 1952

U.S. POSTAL SERVICE 31 YEARS

OWNER OF DEPRESSION DAYS ANTIQUES SINCE 1988

HEAD USHER – TRINTY GOSPEL TEMPLE SINCE 1964

PRINT SHOP OPERATOR – TRINITY GOSPEL TEMPLE SINCE 1967

MARRIED – TWO CHILDREN/ THREE GANDCHILDREN.

Garfield Academy

Canton Board Member

From: <DLML81157@aol:com>
To: <yvonne.adkins@whitehatmgmt.com>
Date: 5/10/02 7:05PM
Subject: Re: One more thing

Yvonne, My resume includes my service as Senior Pastor of Trinity Gospel Temple for 38 years. Bth from Southwestern College, Mth from Life Bible College, Doctor of Divinity, International Seminary and Doctor of Human Letters, Logos Institute. I am President of The Trinity Evangelistic Association.
I hope this is sufficient. Let me Know if you need more.
Thanks, Bro. Dave

Brother Dave Lombardi

LIFE SKILLS CENTER

Board of Directors Garfield Academy

HOPE ACADEMIES
There is HOPE for every child

Board Member Information Form

Please return completed form to WHM.

Full Name: Gammill (Last) Dana (First) M (M.I.)

Home: 1277 Danbury Rd. NW (Street Address) Apartment/Unit #
North Canton (City) Ohio (State) 44720 (ZIP Code)

Business: 4111 38th St. NW (Street Address) Suite #
Canton (City) Ohio (State) 44718 (ZIP Code)

Business Name: Cathedral of Life & The Inn at Belden Village

Position and Title: Senior Pastor & President

Home Phone: (330) 497-7424 Business Phone: (330) 493-4111

Cell Phone: (330) 806-6109 E-mail Address: mdgammill@cathedraloflife.org

Education: Glenoak High School, Oral Roberts University, Logos Graduate School

Employment Experience (for past 10 years): Cathedral of Life Ministries, Inc.; Cathedral Assisted Living, LLC; Health Care Facilities Consultant; Eggspectations Restaurants Board Member

Elected Public Offices:

Government Experience:

Honors and Awards: Heritage Registry of Who's Who in America

Professional Licenses: Professional Life Coach; Premarital & marital counseling specialist; Ordained Minister

Special skills you bring to the Board: I have served on many community boards and projects for community development. I presently manage over $20 million of properties and assets with over 120 employees and over 300 volunteers. I host daily radio and television shows and write a weekly commentary in the Repository. Member of the IMA, CMA, and ACT. CPR & First Aid

Garfield Academy

George Smith
5331 Dunfred Cir. SE
Canton, Ohio 44707
Phone 330-484-1499

Objective

Approved by the school's sponsors as a board member of The Life Skills Center and ~~Hope Academy of~~ Canton Ohio.

Summary of Qualifications

Over 38 yrs. of hands on experience in Manufacturing at Diebold Inc. Canton, Ohio

Quality Manager

Established working relationship with internal and external supplies to install ISO 9000 applications to improve product quality and reduce cost.

Conduct quality audits.

General Forman

Responsible for the direction of all safe deposit products.

Manufacture Engineering Lab Tech

Test all new product ideas and set time standards to determine the amount of time required to make the changes.

Provide necessary information to decide whether a change is financially feasible.

Test new tools and tooling devices to determine their value.

Factor Manager - Afternoon Shift

Responsible for the direction of the production requirements.

Quality Facilitator

Provide leadership and direction for quality training for in-house personnel.

Interface with OEM supplier

Conduct external suppliers process audits

Education

Central State University 2 yrs. - Walsh University 2 yrs.
Indiana Northern University - Master of Professional Management.

Skills

In addition to my varied work experience and educational training, I have demonstrated community service and leadership capabilities, most significant of which I serve as a Deacon of Mt. Calvary Church. I've also served as a member and director of Stark Mental Health Board.

Garfield Academy

Boards of Directors Meeting Calendar 2011-2012

May 5, 2011
June 2, 2011
August 4, 2011
October 6, 2011
December 1, 2011
February 2, 2012
April, 5, 2012
June 7, 2012

Meetings held at 11:00 a.m.
at Garfield Academy

RICHARD CORDRAY
OHIO ATTORNEY GENERAL

August 02, 2010

2029 38TH ST NE
CANTON, OH 44705

NO BCI&I RECORD ON FILE
AUTHENTICATION NO. CS00901106MB2218

The Ohio Bureau of Criminal Identification and Investigation (BCI&I) has completed a criminal history record check on the applicant listed below. Based upon information furnished by your agency, BCI&I has **NO CRIMINAL HISTORY RECORD** on file for:

Name:	**CALHOUN, JACK JOHNSON**
SSN:	**XXX-XX-5647**
BCI Completion Date:	**June 22, 2010**
Reason Fingerprinted:	**Responsible for care, custody, control of children**
Agency ID:	**BWX620**

This "No Record" verification is valid for one year from the record check completion date. This letter may be photocopied by the prospective employer and retained by the applicant.

Peter C. Tobin
Superintendent, Ohio Bureau of Criminal
Identification & Investigation

Ohio Bureau of Criminal Identification and Investigation
P.O.Box 365
London, OH 43140
Telephone: (740) 845-2000
Facsimile: (740) 845-2020

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www.ag.state.oh.us

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RICHARD CORDRAY
OHIO ATTORNEY GENERAL

July 14, 2010

WHLS OF OHIO, LLC
ASHLEY LIGHT
159 S. MAIN STREET SUITE 600
AKRON OH 44308

MAY NOT MEET EMPLOYMENT CONDITIONS
AUTHENTICATION NO. CS00901106MB2218
ICN. E2010173000000085304

The Federal Bureau of Investigation (FBI) has completed a criminal history record check on the applicant listed below. Based upon the information furnished by your agency, the FBI background check results indicate that the applicant **MAY NOT MEET** qualifications for licensing or employment.

Applicant Name:	**CALHOUN, JACK JOHNSON**
Date of Birth:	**September 05, 1938**
SSN:	**XXX-XX-5647**
FBI Completion Date:	**June 22, 2010**
Reason Fingerprinted:	**3319 39**

Pursuant to federal law, this information cannot be released directly to your agency. The applicant can request this information by completing the FBI Request for Rapsheet form. You can obtain this form from our website at www.ohioattorneygeneral.gov under Forms and Investigation and Identification, or by calling our toll free number 877-224-0043. Once completed the form can be faxed to 740-845-2633 Attn: FBI Records Release Desk, or mailed to:

BCI & I
ATN: FBI Records Release Desk
1560 State Route 56 S.W.
London, Ohio 43140

The FBI background check results will be mailed to the applicant.

Peter C. Tobin, Superintendent
Ohio Bureau of Criminal
Identification and Investigation

BWX620

Ohio Bureau of Criminal Identification and Investigation
P.O. Box 365
London, OH 43140
Telephone: (740) 845-2000
Facsimile: (740) 845-2020

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An ASCLD/LAB® Accredited Laboratory (since 2003)

RICHARD CORDRAY
OHIO ATTORNEY GENERAL

August 02, 2010

158 VICTORIA AVE NW
CANTON, OH 44708

NO BCI&I RECORD ON FILE
AUTHENTICATION NO. CS00901106MB2450

The Ohio Bureau of Criminal Identification and Investigation (BCI&I) has completed a criminal history record check on the applicant listed below. Based upon information furnished by your agency, BCI&I has **NO CRIMINAL HISTORY RECORD** on file for:

Name:	**LOMBARDI, ANTHONY**
SSN:	**XXX-XX-7304**
BCI Completion Date:	**June 22, 2010**
Reason Fingerprinted:	**Responsible for care, custody, control of children**
Agency ID:	**BWX620**

This "No Record" verification is valid for one year from the record check completion date. This letter may be photocopied by the prospective employer and retained by the applicant.

Peter C. Tobin
Superintendent, Ohio Bureau of Criminal
Identification & Investigation

Ohio Bureau of Criminal Identification and Investigation
P.O.Box 365
London, OH 43140
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RICHARD CORDRAY
OHIO ATTORNEY GENERAL

August 02, 2010

158 VICTORIA AVE NW
CANTON, OH 44708

NO FBI RECORD ON FILE
AUTHENTICATION NO. CS00901106MB2450
ICN: E201017300000085791

The Federal Bureau of Investigation (FBI) has completed a criminal history record check on the applicant listed below. Based upon the information furnished by your agency, the FBI has **NO CRIMINAL HISTORY RECORD** on file for:

Name:	**LOMBARDI, ANTHONY**
SSN:	**XXX-XX-7304**
FBI Completion Date:	**June 22, 2010**
Reason Fingerprinted:	**3319.39**
Agency ID:	**BWX620**

This "No Record" verification is valid for one year from the record check completion date. This letter may be photocopied by the prospective employer and retained by the applicant.

Peter C. Tobin
Superintendent, Ohio Bureau of Criminal
Identification & Investigation

Ohio Bureau of Criminal Identification and Investigation
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London, OH 43140
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RICHARD CORDRAY
OHIO ATTORNEY GENERAL

August 02, 2010

354 VALLEYVIEW AVE NW
CANTON, OH 44708

NO BCI&I RECORD ON FILE
AUTHENTICATION NO. CS00901106MB1556

The Ohio Bureau of Criminal Identification and Investigation (BCI&I) has completed a criminal history record check on the applicant listed below. Based upon information furnished by your agency, BCI&I has **NO CRIMINAL HISTORY RECORD** on file for:

Name:	**LOMBARDI, DAVID**
SSN:	**XXX-XX-9226**
BCI Completion Date:	**June 22, 2010**
Reason Fingerprinted:	**Responsible for care, custody, control of children**
Agency ID:	**BWX620**

This "No Record" verification is valid for one year from the record check completion date. This letter may be photocopied by the prospective employer and retained by the applicant.

Peter C. Tobin
Superintendent, Ohio Bureau of Criminal
Identification & Investigation

Ohio Bureau of Criminal Identification and Investigation
P.O.Box 365
London, OH 43140
Telephone: (740) 845-2000
Facsimile: (740) 845-2020

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www.ag.state.oh.us

RICHARD CORDRAY
OHIO ATTORNEY GENERAL

August 02, 2010

354 VALLEYVIEW AVE NW
CANTON, OH 44708

NO FBI RECORD ON FILE
AUTHENTICATION NO. CS00901106MB1556
ICN: E2010173000000084033

The Federal Bureau of Investigation (FBI) has completed a criminal history record check on the applicant listed below. Based upon the information furnished by your agency, the FBI has **NO CRIMINAL HISTORY RECORD** on file for:

Name:	**LOMBARDI, DAVID**
SSN:	**XXX-XX-9226**
FBI Completion Date:	**June 22, 2010**
Reason Fingerprinted:	**3319.39**
Agency ID:	**BWX620**

This "No Record" verification is valid for one year from the record check completion date. This letter may be photocopied by the prospective employer and retained by the applicant.

Peter C. Tobin
Superintendent, Ohio Bureau of Criminal
Identification & Investigation

Ohio Bureau of Criminal Identification and Investigation
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RICHARD CORDRAY
OHIO ATTORNEY GENERAL

August 02, 2010

1277 DANBURY AVE NW
N CANTON, OH 44720

NO BCI&I RECORD ON FILE
AUTHENTICATION NO. CS00901106MB1839

The Ohio Bureau of Criminal Identification and Investigation (BCI&I) has completed a criminal history record check on the applicant listed below. Based upon information furnished by your agency, BCI&I has **NO CRIMINAL HISTORY RECORD** on file for:

Name:	**GAMMILL, MARSHAL D**
SSN:	**XXX-XX-0251**
BCI Completion Date:	**June 22, 2010**
Reason Fingerprinted:	**Responsible for care, custody, control of children**
Agency ID:	**BWX620**

This "No Record" verification is valid for one year from the record check completion date. This letter may be photocopied by the prospective employer and retained by the applicant.

Peter C. Tobin
Superintendent, Ohio Bureau of Criminal
Identification & Investigation

Ohio Bureau of Criminal Identification and Investigation
P.O.Box 365
London, OH 43140
Telephone: (740) 845-2000
Facsimile: (740) 845-2020

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RICHARD CORDRAY
OHIO ATTORNEY GENERAL

August 02, 2010

1277 DANBURY AVE NW
N CANTON, OH 44720

NO FBI RECORD ON FILE
AUTHENTICATION NO. CS00901106MB1839
ICN: E2010173000000084852

The Federal Bureau of Investigation (FBI) has completed a criminal history record check on the applicant listed below. Based upon the information furnished by your agency, the FBI has **NO CRIMINAL HISTORY RECORD** on file for:

Name:	**GAMMILL, MARSHAL D**
SSN:	**XXX-XX-0251**
FBI Completion Date:	**June 22, 2010**
Reason Fingerprinted:	**3319.39**
Agency ID:	**BWX620**

This "No Record" verification is valid for one year from the record check completion date. This letter may be photocopied by the prospective employer and retained by the applicant.

Peter C. Tobin
Superintendent, Ohio Bureau of Criminal Identification & Investigation

Ohio Bureau of Criminal Identification and Investigation
P.O.Box 365
London, OH 43140
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RICHARD CORDRAY
ATTORNEY GENERAL

August 02, 2010

5331 DUNFRED CR
CANTON, OH 44707

NO BCI&I RECORD ON FILE
AUTHENTICATION NO. CS00901106MB1035

The Ohio Bureau of Criminal Identification and Investigation (BCI&I) has completed a criminal history record check on the applicant listed below. Based upon information furnished by your agency, BCI&I has **NO CRIMINAL HISTORY RECORD** on file for:

Name:	**SMITH, GEORGE**
SSN:	**XXX-XX-7365**
BCI Completion Date:	**June 22, 2010**
Reason Fingerprinted:	**Responsible for care, custody, control of children**
Agency ID:	**BWX620**

This "No Record" verification is valid for one year from the record check completion date. This letter may be photocopied by the prospective employer and retained by the applicant.

Peter C. Tobin
Superintendent, Ohio Bureau of Criminal
Identification & Investigation

Ohio Bureau of Criminal Identification and Investigation
P.O.Box 365
London, OH 43140
Telephone: (740) 845-2000
Facsimile: (740) 845-2020

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RICHARD CORDRAY
OHIO ATTORNEY GENERAL

August 02, 2010

5331 DUNFRED CR
CANTON, OH 44707

NO FBI RECORD ON FILE
AUTHENTICATION NO. CS00901106MB1035
ICN: E2010173000000083638

The Federal Bureau of Investigation (FBI) has completed a criminal history record check on the applicant listed below. Based upon the information furnished by your agency, the FBI has **NO CRIMINAL HISTORY RECORD** on file for:

Name:	**SMITH, GEORGE**
SSN:	**XXX-XX-7365**
FBI Completion Date:	**June 22, 2010**
Reason Fingerprinted:	**3319.39**
Agency ID:	**BWX620**

This "No Record" verification is valid for one year from the record check completion date. This letter may be photocopied by the prospective employer and retained by the applicant.

Peter C. Tobin
Superintendent, Ohio Bureau of Criminal
Identification & Investigation

Ohio Bureau of Criminal Identification and Investigation
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ATTACHMENT 3
PAGE 19

Attachment 4

Education Plan

1. Mission
2. Educational Philosophy
3. Curriculum – Aligned with Ohio Academic Content Standards
4. Instructional Design
 a. Methods
 b. Materials
5. Technology
6. Exit Goals
7. High quality Teachers
8. Special Needs Services, Support, and Service Delivery Plan
9. Staffing Plan
10. Daily Schedule/Bell Schedule
11. Annual School Calendar

Mission, Vision and Educational Philosophy

Mission Statement
Garfield Academy's mission is to provide a 21st Century learning environment to enable students to reach academic goals and become responsible 21st Century Citizens. We believe that scholarship, leadership and service are the cornerstones of our future 21st Century citizens.

Vision
The School Students are empowered Learners who are:

- Collaborative
- Information, media, and technology savvy
- Excellent communicators
- Creative and critical thinkers
- Locally and globally aware

Educational Philosophy
Garfield Academy will serve students in grades K to 8. The School will offer a tuition free, meaningful, alternative learning option for students and parents who are frustrated with traditional public schools and the expense of private schools.

The School's academic program will engage our students in a learning process that is individualized, standards-based, but more importantly incorporates the requirements of a 21st Century citizen. Our students will have a broad experience of activities that engage them in media-rich content, project-based learning, interest and talent driven opportunities with a healthy mind and body emphasis. Students will learn from their teachers, peers, and community partners. Above all, this broad-based approach to learning will be an exciting and valuable experience creating lifelong 21st Century learners as well as competent 21st Century citizens.

Students will learn and grow with the guidance of Highly Qualified Teachers, Instructional Aides, Title One Teachers, Intervention Specialists and a Family Advocate. The School will provide a safe and nurturing environment, placing a premium on self-discipline and responsibility.

This dedicated staffed will work in small groups and one-on-one with students, addressing not only their learning issues but their life situations that have prevented success in traditional schools.

Below are core, compelling beliefs that provide the basis for the philosophical foundation of the School's program:

- Everyone deserves a chance at receiving an appropriate individualized education and being successful in life;
- Everyone deserves a chance to become all he/she can be;
- No single educational approach or philosophy is right for everyone;
- Everyone learns at different rates, and students should have educational choices that provide for their individual needs and learning pace;
- Schools need to teach students the 21st Century skills.

Goals

The School sets realistic high-level goals that can be reported against annual statistics in alignment with the school's mission statement.

The Community School K-8 adheres to the measures of academic performance and accountability provisions for community schools offering any of grade levels four to eight as specified in the Ohio Revised Code, as indicated on the annual Local Report Card.

- As such, following its first two years of operation, The Community School K-8 will have a Local Report Card designation above Academic Emergency for two of the three most recent school years.
- For two out of the three most recent school years following the first two years of operation, the school will show at least two standard years of academic growth in either reading or mathematics as determined by the Department of Education.
- Student achievement will be measured by annual Scantron gains (grades 2-8) and OAA assessments (grades 3-8).

All students have different needs, learn at various rates and have different learning styles. No one educational program is appropriate for all students. As a result of this diversity, White Hat Management, LLC has risen to provide an alternative.

White Hat operates 12 schools (HOPE Academies, Riverside Academy, Southside Academy, and The School Charter School of Canton) to serve students in grades K-8. These schools provide parents with an appropriate, individualized, tuition-free educational choice for their children. The Academies provide the latest in educational resources and highly qualified educators in a safe, secure, clean and caring environment.

Educational Model

The School's Education Model is built on the concept of empowering students with 21st Century skills.

Our curriculum is aligned to Ohio's Academic Content Standards. The state academic content standards guide all aspects for the learning environment. Content offers both remediation and enrichment for all students. This model enables our students to meet Ohio's academic standards and gain critical 21st Century skills.

Twenty-first Century students need to be adaptive critical thinkers. Students work to become collaborators and team players with good communication skills. Our model focuses on the students' learning styles and levels of ability by providing the instructor with opportunities to differentiate instruction. Students are challenged with individualized, standards-based instruction that incorporates all of the requirements for the 21st Century citizen. The students are presented with opportunities that develop their skills in the areas of communication and global awareness. They are being trained to be media-savvy and career-oriented.

Students need to understand and learn how to take advantage of the various forms of technology available to today's work force. Traditionally, teachers delivered content solely through lecture method wherein students then reflected the information back to the teacher. Our teachers employ project-based interactive teaching methods supplemented with traditional methods where appropriate. Thru this interactive method students take ownership of their learning as teachers act as facilitators of ideas and concepts. Students are free to explore their interests within a given educational objective. The instructor can truly use all of the tools available to engage the learner and differentiate instruction. The true focus of our educational model is on the students and how various learning modalities affect their education.

Students are further engaged through Project-Based Learning. Students are presented with real world problems and issues and called upon to use all of their existing skills and knowledge to find possible solutions to the problems or a variety of resolutions to an issue. Students are free to explore and discover situations and solutions using any tool that is available to them and will rely on textbooks, computers, various forms of media, and each other to acquire the critical thinking skills that they will need in the future. The classroom is no longer a structured setting where students will be sitting and listening to instruction. Children are free to move around

as their projects dictate and movement is a key component as the students participate in various forms of hands on learning. For example students are exposed to math manipulatives to allow them to see problems in a new way. Classrooms are set up in centers where students can work either by themselves or in cooperative groups. Students' mastery of a subject is accentuated as they teach each other. Groups of students can work on different aspects of a problem and then work to explain to each other how the solutions were derived. Peers mentor and share ideas and problem solving techniques.

The schools are truly striving to prepare the leaders of the 21st Century.

School Curriculum

Consistent with the School's mission, vision, and educational philosophy, the The School program will implement curricula, aligned with Ohio's State Standards. This state-aligned, empirically-proven curriculum, coupled with a Highly Qualified Staff and a project based learning model, will empower students to take charge of their own education.

Textbooks/ Resources/Materials

Content Area	Materials	Grade Level
Math	Real Math	Grades K-5
Math	Middle School Math-Holt	Grades 6-8
Science	Science – A Closer Look MacMillan/McGraw-Hill	Grades K-5
Science	Science Explorer- Prentice Hall	Grades 6-8
Reading	DI Reading Mastery Plus	Grades 3-5
Reading	SRA Decoding/Corrective Program	Grades 1-5
Reading	DI Signature Series	Grades K-2
Reading/LA	SRA Reading Lesson Connections	Grades K-5
English/LA	Glencoe Series	Grades 6-8
Social Studies	Houghton Mifflin	Grades K-6
Social Studies	McDougal Littel	Grades 7-8
Electronic Software	Headsprout	Grades K-4
Electronic Software	Accelerated Reader	Grades K-8
Electronic Software	Study Island	Grades 2-8

Real Math
Math Textbook Series
Grades K-5

SRA Real Math is a research- and standards-based elementary mathematics text book series which aligns research, standards, and testing to develop student proficiency published in 2007 by SRA/McGraw-Hill. The program incorporates print materials, technology, and manipulatives to reach all learners. ***Real Math*** was developed to build foundational concepts and key math understanding in line with the National Council of Teachers of Mathematics Focal Points, aligns with *all* of Ohio's Math Content Standards and supports our established curriculum.

Foundational to mathematics achievement is fluency in basic skills. ***Real Math*** teaches basic math skills from the very beginning in a logical, explicit, and systematic way so that students thoroughly understand them and can use them fluently. This approach helps to fully prepare students for work with fractions, decimals, percents, and higher level algebraic and geometric concepts. ***Real Math*** has a systematic and comprehensive approach to basic skills instruction.

Real Math provides true-to-life applications, standards-based curriculum, and an extensive teacher resource to help open the students' eyes to all math has to offer. With ***Real Math,*** students will learn essential math skills while understanding the important role of math in their daily lives.

Concepts and skills are taught for depth of understanding, with relationships among concepts continually spiraled and reviewed in different contexts to reinforce those relationships. Concepts and skills are never taught in isolation.

Mental Math starts every lesson with a spiral review of facts and concepts for skill maintenance. Mental math also encourages the development of estimation skills.

Cumulative Review in the middle and end of each chapter keeps students sharp.

Chapter Tests include content from previous chapters to make sure students are retaining what they've learned.

Real Math's explicit, and systematic introduction of basic arithmetic facts and algorithms, based on comprehensive analysis of mathematical learning trajectories, ensures that students learn the concepts with understanding. Students build on what they already know and learn basic skills with understanding so they can use them fluently to solve real problems.

The ***Real Math*** text book series integrates the use of games, including cube games, board games, and electronic games into instruction for application and practice of basic skills. Many games also develop reasoning skills

The development of problem solving competence in ***Real Math*** is unique. In addition to the integration of problem solving in every lesson, there are three specific lessons in every chapter devoted to problem solving. These lessons introduce, compare, and have students use problem solving strategies as they apply the math skills they are learning in interesting real-world applications. Thinking Stories, narratives interspersed with critical-thinking questions, provide another opportunity to see how mathematics is used in the real world.

Real Math continually ties the strands of math together. When students are introduced to measurement, they reinforce counting concepts. When students are introduced to pennies and nickels they reinforce addition and subtraction facts and skip counting. When students are introduced to time and money, they reinforce fractions.

Holt Math
Math Textbook Series
Grades 6-8

Holt Mathematics Middle School Math series by Holt, Rinehart, and Winston is a research based, standards based textbook series. Holt math comes with an electronic work book function where students are provided a username and password to log onto this feature via the internet. Instructors are provided with sample lesson plans which include remedial and enrichment activities for differentiated instruction.

A Closer Look
Ohio Science Textbook Series
Grade Levels – K-5

Macmillan /McGraw-Hill's "***A Closer Look***" is a new science series published in 2008. ***A Closer Look*** provides scientifically research-based print and technology materials that instruct, nurture, and challenge students to maximize their potential. ***A Closer Look*** offers students exciting and accessible standard-based lessons that support our established curriculum. These engaging activities promote curiosity and foster the development of science inquiry skills.

A Closer Look provides a rich variety of experiences and age-appropriate materials in a supportive environment so that all children can learn and grow. Diverse instructional tools are utilized throughout the program to provide students with differentiated instruction. Leveled Readers deliver multi-level science content in a trade

book format for students on their own individualized level. Leveled Reader Teacher's Guide's provide additional reading strategies for using the Leveled Readers. Key concept cards allow for small group or one-on-one instruction for essential concepts.

A Closer Look provides a variety of engaging hands-on experiences, around which the lesson concept is developed, that build understanding of science content. Each lesson is supported by a wealth of vibrant visuals that introduce vocabulary and makes science content understandable through words and these visuals.

A Closer Look includes a variety of assessment options and contains tools to assess student understanding. The Chapter review includes Ohio Benchmark practice that aligns with the Ohio Achievement test. The teacher's manual's lists the Ohio Indicators and Benchmark Correlations.

Science Explorer
Science Textbook Series
Grade Levels – 6-8

The Science Explorer series from Prentice Hall is the nation's leading middle school science program. The content is combined with a hands-on approach to provide the instructor with more opportunities to differentiate instruction. Science Explorer is divided into sections to allow the instructor to choose which chapters/books better cover the desired standards. Content is supplemented with Discovery Channel videos. The focus is on the areas of inquiry opportunities, visual learning, reading support and educational technology.

DI Reading Mastery Plus
Reading Program
Grades 3-5

SRA's ***Reading Mastery Plus*** helps students develop into fluent, independent, and highly skilled readers. ***Reading Mastery Plus*** **is** a comprehensive reading program. New concepts and skills are taught by the teacher in small steps to ensure success the first time, avoiding time-consuming and repetitious re-teaching. Students have ample opportunity to practice all concepts and skills so they achieve mastery and develop efficient strategies for learning. Entry-level assessment and continuous monitoring of progress make it easy to quickly identify students needing specialized instruction.

Reading Mastery Plus gives students the skills and the clear, explicit instruction and guidance they need to master the fundamentals of reading. Oral language, phonemic awareness, and systematic phonics are the starting point. Vocabulary development, fluency, and comprehension are fundamental throughout.

The program is set up so students are active participants. Group responses make learning highly efficient and enable teachers to provide instant feedback that confirms or corrects their responses. Less-structured activities and opportunities for independent work help students develop self-reliance. On-going assessment tools are used by the instructor to ensure that no student "falls though the cracks."

Features:

- Materials proven effective through scientifically-based research
- Teacher-delivered lessons that achieve high levels of student success
- Carefully designed examples and practice that build reading competence
- Systematic, explicit instruction to accelerate progress of at-risk learners

SRA Corrective Reading
Reading Program
Grades 3-5

SRA's Corrective Reading provides intensive direct instruction-based reading intervention for students in Grades 3-5 who are reading below grade level. This Direct Instruction reading intervention program delivers tightly sequenced, carefully planned lessons that give struggling students the structure and practice necessary to become skilled, fluent readers and better learners.

Reading Mastery Signature Edition 2008
Reading Program
Grade K & 2

Direct Instruction is utilized to help students develop into fluent, independent, and highly skilled readers with SRA's ***Reading Mastery Signature Edition***. Used in thousands of schools across the country, ***Reading Mastery*** has been a successful reading intervention program with a wide range of students, including significantly at-risk populations, for more than 35 years. Flexible and comprehensive, the ***Signature Edition*** greatly expands and refines instruction found in previous editions, appropriate for use as a supplemental intervention program or a comprehensive core reading program.

Lesson Connections
Reading/Language Arts Program
Grades K-5

SRA Lesson Connections provides extra support and differentiated instruction for the *Reading Mastery Signature Edition* program. At the start of each lesson, teachers provide approximately 20 minutes of strategic, targeted instruction on important literacy skills such as phonemic and phonological awareness, letter recognition and formation, and comprehension strategies. This kind of instruction not only reinforces what is taught in the *Reading Mastery* program, but enhances it through carefully designed activities that promote student engagement and extended learning.

Glencoe's Writer's Choice
Language Arts Textbook Series
Grades 6 & 8

Writer's Choice*: Grammar and Composition* © 2005, an integrated language arts program, keeps pace with the current trends in the teaching of writing and related communication skills. Features in both the student and teacher editions build on a solid foundation of instruction including easy-to-understand explanations, clear-cut definitions, real-world examples, and skill-based assessment. The visuals and graphics throughout the textbook engage students' attention and illustrate key concepts and processes. ***Writer's Choice*** provides students and teachers with the tools for developing skills in writing, reading, researching, speaking, listening, critical thinking, and viewing and representing.

Houghton Mifflin
Liberty Edition 2008
Social Studies Textbook Series
Grades K-6

Houghton Mifflin Social Studies contains concise core lessons that align to Ohio State Content Standards and maximize teaching time. Extend lessons dig deeper into important core concepts using multiple strategies. Leveled Readers and Independent Books are offered to teach nonfiction reading strategies to students at their own ability level. Teachers are provided with teacher resource kits with unit resources organized in file folders for easy access. *Houghton Mifflin Social Studies* also contains multimedia solutions for planning and delivering content in a variety of formats.

McDougal Littel
Edition 2009
Social Studies Textbook Series
Grades 7 & 8

McDougal Littell's American and World History materials are comprehensive, easy-to-use, and interactive. This program presents the history of the United States in a way that middle school students understand. A variety of print and technology resources help teachers meet the needs of diverse student populations by addressing different learning styles and levels.

Motivate Students to Interact and Connect with History
Research shows that students are much more motivated to study history when they are actively involved in their learning. *McDougal Littell's American and World History* program provides this motivation by asking essential questions and bringing history alive through interactive exercises and hands-on activities. Through these interactive approaches, students will make personal connections to the people, events, and issues that form the rich tapestry of the American story.

Easy-to-use tools that fit multiple teaching styles
Whether planning, teaching, or assessing, the appropriate resources are at the teacher's fingertips. Portable, editable, and adaptable, these time-saving resources support different teaching methods and philosophies, allowing teachers to meet all of their students' learning needs.

Assessment tools that are also teaching tools
McDougal Littell's American and World History assessment tools offer teachers a variety of testing options. Instant feedback on student progress and suggested prescriptive reteaching exercises ensure that assessment not only measures student progress, but also informs instruction.

Headsprout
Supplemental Electronic Reading Program
Grades K-4

Headsprout Early Reading is a K- 2 researched based supplemental program that ensures reading success for every child *guaranteed.* The program takes a non-reader up to mid-2nd grade reading skills in less than 30 hours of individualized online instruction. ***Headsprout*** K-2 is designed to teach the foundational skills and strategies that are critical in becoming a skilled fluent reader. This Internet-based program creatively captures the attention of the young reader through engaging, and highly interactive activities. ***Headsprout*** has 80 online lessons that cover the whole program. The lessons are balanced, phonics-based online reading instruction that is

individualized and adaptive to individual students needs. ***Headsprout*** incorporates the five critical components of reading instruction cited by the National Reading panel and Reading First: phonemic awareness, phonics, fluency, vocabulary, and comprehension.

Headsprout Reading Comprehension is designed to help students in grades 3-5 increase their comprehension skills. Increased understanding of what they have read, will aide these students in all subjects. The program consists of 50, 30 minute lessons that help students build comprehension skills. Lessons focus on finding facts, making inferences, identifying main ideas, and using new vocabulary in context. Students are continuously challenged as passages become increasingly complex as the student masters the program.

Accelerated Reader
Supplemental Electronic Software
Grades K-8

Accelerated Reader (AR) has been described as the most popular and successful reading product of all time.

- Students Read a Book. Students choose books at their appropriate reading levels and read them at their own pace.
- Students Take a Quiz. Accelerated Reader Enterprise offers more than 125,000 quizzes to help you motivate and monitor students' reading and vocabulary growth.
- Teachers Get Information. Teachers get immediate feedback on the reading and vocabulary progress of each student.

AR's advanced technology helps you:

- Make essential reading practice more effective for every student.
- Personalize reading practice to each student's current level.
- Manage all reading activities including read to, read with, and independent reading.
- Assess students' reading with four types of quizzes: Reading Practice, Vocabulary Practice, Literacy Skills, and Textbook Quizzes.
- Build a lifelong love of reading and learning.

Study Island
Supplemental Electronic Software
Grades 2- 8

Study Island is completely Web-based. Students can access ***Study Island*** through the internet and learn at their own pace. There is no software to download or install; all you need is an Internet connection. Since 2000, ***Study Island*** has been building state standards-based learning programs that are the most effective and easiest to use of their kind. Used by millions of students in thousands of schools across the United States, all of the programs are built specifically from state standards and are designed to create a very user-friendly experience for both students and teachers alike.

- Built directly from the Academic Content Standards
- Research-based, easy-to-use, and affordable for all schools and districts
- Web-based – students can log on via the Internet anytime, anywhere, any place
- Traditional assessments or interactive games based on the Academic Content Standards
- State-specific lessons and questions with immediate feedback and automated instruction
- Real-time progress reports to drive differentiation instruction in the classroom
- Dynamic Content Keeps Students Engaged
- Students build confidence in their understanding of the Academic Content Standards

Not only are there several thousand questions in the ***Study Island*** program, but each question constantly changes. The answers to the multiple-choice questions rotate positions, and the numbers in the math questions are chosen randomly, resulting in a deeper understanding of the concepts, as opposed to memorization of the answers. Teachers can customize printable worksheets when a paper/pencil option is more appropriate for the learner.

Project Timeline and Staffing Plan

The assumptions for drafting The School' pre-opening plan are given below.

Assumptions	Days
Site Search	completed
Signage Design	completed
Sign permits	30
Sign manufacturing	30
Lease negotiations; LOI to lease execution	completed
Bldg. layout, design process	35
Building Permit	90
Construction period	75
Days after C of O to open date	10
School Open Date (projected)	7/15/2011

Task	Tentative Date	White Hat Resource
Letter of Intent executed	Currently	Academies Executive Team
Begin Layout, Design and Bid documents	Currently	Academies Executive Team
Begin sign package design/ sign zoning code review	Completed	Academies Executive Team
Lease agreement executed	N/A	Academies Executive Team
Secure appropriate building, liability insurance	Current	Finance Dept.
Complete signage plans/ submit to LL & Building Dept	5/4/2011	Academies Executive Team
Distribute floor plan to project mgmt team	5/1/2011	Academies Executive Team
Submit bldg construction plans to Building Dept/	4/15/2011	Academies Executive Team
Obtain exterior sign permit/begin manufacturing	5/30/2011	Academies Executive Team
Install interior and exterior signage	7/1/2011	Academies Executive Team
Building permit obtained	5/2/2011	Academies Executive Team
Construction commencement	5/4/2011	Academies Executive Team
Order 2 lines for fire system monitoring	5/4/2011	IT
Plan furniture, equipment for School- place orders	5/12/2011	Academies Executive Team
Order main phone lines	5/12/2011	IT
Plan furniture, equipment for School- place orders	5/12/2011	Academies Executive Team
Ads for remaining staff positions	6/15/2011	WHM HR Dept.
Enrollment Office identified & secured	6/15/2011	Academies Executive Team
Administrator & Enrollment Secretary hired	6/15/2011	Academies Executive Team
Administrator & Enrollment Secretary begin training	6/15/2011	Academies Executive Team
Install 2 phone lines for fire system monitoring	6/15/2011	IT
Install main School phone lines	7/5/2011	IT
Secure location for student cumulative files	7/5/2011	Academies Executive Team
Remaining staff start date & training	8/3/2011	Academies Executive Team
Construction complete- Certificate of Occupancy	8/3/2011	Academies Executive Team
Install furniture, fixtures, equipment, curriculum	8/3/2011	Academies Executive Team
School open for operation	8/3/2011	Academies Executive Team

Random lottery for applicants over capacity	8/7/2011	Enrollment Specialist
School Open House	8/21/2011	Administrator

Upon contractual agreement between the Board of Directors and White Hat Management, LLC, White Hat Management, LLC will immediately begin developing a pool of candidates for various staff positions. Such a pool will come from applications that are on file, postings in other White Hat managed schools, newspaper ads, internet job postings, college career services, college career fairs, candidate walk-ins, education publications, and various other miscellaneous sources.

The Administrator, Assistant Administrator, Enrollment Secretary, and Secretary will be the first positions to be filled. As soon as the pool of candidates has been established and their applications and resumes are on file, paper screening will be the first step in the selection process. From there, interviews will be scheduled. The interviewers typically consist of a representative from White Hat's Human Resource Department, the White Hat Management's Academy Executive Team, and the building Administrator. If an interview is scheduled for an Intervention Specialist position the Director of Special Education will also be involved. Upon the completion of the interviews, reference checking will take place. After all of the above-mentioned steps are favorable, a contract will be offered. Any candidate not offered a contract will be notified.

All staff regardless of position must successfully pass all state-mandated requirements, including a State of Ohio Criminal Check (BCI) and an FBI check.

The following is a list of the types of positions that will be needed to staff the school. Obviously, certain positions will vary in number in relation to the student enrollment, and others may come about via contracted services:

- Administrator
- Assistant Administrator (if enrollment exceeds 225 students)
- Secretary
- Enrollment Secretary
- Teachers
- Instructional Aides
- Intervention Specialists
- Specials Teachers (Art, Music, and Physical Education)
- Health Aide/Nurse
- Psychologist
- Speech Therapist
- Custodian
- Food Service staff
- Before/After school care staff (if applicable)
- Security

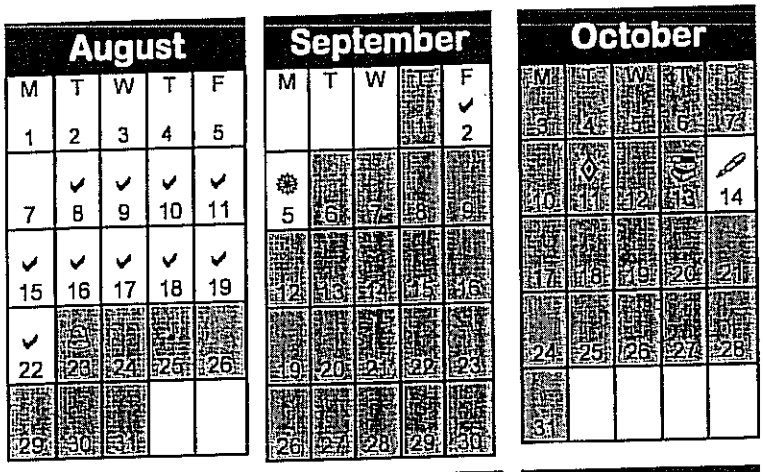
Bell Schedule

Daily Student Schedule

7:45 a.m. - 8:20 a.m.	Arrival/Breakfast/Bell Work
8:20 a.m. - 8:30 a.m.	Announcements
8:30 a.m. - 10:00 a.m.	Reading/Language Arts
10:15 a.m. - 11: 45 a.m.	Math
11:45 a.m. - 12:30 p.m.	Lunch/Recess
12:30 p.m. - 1:15 p.m.	Social Studies
1:15 p.m. - 2:00 p.m.	Science
2:00 p.m. - 2:50 p.m.	Specials: Music, Art, or PE

2011-2012 School Year Calendar
Garfield Academy

GARFIELD ACADEMY



Aug 8–22 Staff Report. No Students
Aug 23 Students First Day
Sept 2 Teacher In-service. No School
Sept 5 Labor Day. School Closed
Sept 16 Constitution & Citizenship Day
Oct 3-7 Ohio Achievement Assessment 3rd Grade Reading
Oct 13 End of First Quarter–36 Instructional Days
..... 216 Instructional Hours
Oct 14 Records Day. No Students
Nov 24-25 Thanksgiving Holiday. No School
Dec 1 Parent Teacher Conferences 4:00-7:30
Dec 2 Parent Teacher Conferences 8:00-12:00
..... No School
Dec 20 End of Second Quarter-44 Instructional Days
..... 264 Instructional Hours
Dec 21- Jan 2 Winter Break
Jan 13 Teacher In-service Day. No Students
Jan 16 Martin Luther King Jr. Day. No School
Feb 20 Presidents Day. No School
Feb 23 Parent Teacher Conferences 4:00-7:30
Feb 24 Parent Teacher Conferences 8:00-12:30
..... No School
Mar 9 End of Third Quarter-45 Instructional Days
..... 270 Instructional Hours
Mar 26-30 Spring Break
Apr 6 Holiday. No School
Apr 13 Teacher In-service Day. No Students
Apr 23- May 1 Ohio Achievement Assessments Grades 3-8
May 23 Students Last Day. End of Fourth Quarter
..... 45 Instructional Days-270 Instructional Hours
May 24 Records Day. Last Day for Staff
May 28 Memorial Day. No School
Jun 4-Jul 13 Summer Readiness Program

- School Opens for 2011-12 School Year
- Days of Instruction
- End of Quarter
- Summer Readiness Program
- Open House
- Records Day. No Students.
- Teacher In-service. No Students.
- Holiday/Break
- Parent/Teacher Conferences
- C Contingency Days

Total Instructional Hours—1,020

Total Instructional Days - 170

ATTACHMENT 4

Non-Classroom Learning Opportunities:

Students in all grades will be provided the opportunity to participate in a variety of non-classroom learning opportunities to include:

Field Trips to various locations such as museums, zoo's, local historical point of interest, and cultural events will be provided to further enrich the typical classroom learning giving students a hands on approach to learning.

Clubs will be offered as deemed appropriate to provide students the opportunity to learn new skills or expand on current interests. Clubs offered could include, but are not limited to, knitting, sewing, dance, theater, yearbook, and chess.

Homework will be sent home with students to further assist in reinforcing topics addressed during the school day.

Projects: Students will be exposed to a variety of community related projects teaching them the importance of giving back to their community. Such projects may include, but are not limited to, community fairs, environmental awareness/recycling campaigns, fund raisers for various organizations that give back to the community as a whole.

Speakers and assemblies are provided to address a variety of topics of interest to students and their families. Example may include science fairs, music and theater presentations, local speakers, career fairs, and multicultural fairs.

Attachment 5

Goals:

1. **to reach and maintain acceptable state and internal standards.**

The School sets realistic high-level goals that can be reported against annual statistics in alignment with the school's mission statement. The School adheres to the measures of academic performance and accountability provisions for community schools offering any of grade levels four to eight as specified in the Ohio Revised Code, as indicated on the annual Local Report Card.

2. **to define internal standards as:**
 [address all internal and state required assessments; nationally normed assessments; parental involvement; re-enrollment goals; goals; graduation goals; staff retention, progress and development; leadership, governance goals, financial goals, performance goals of Attachment 4 and mission/culture goals]

- As such, following its first two years of operation, the School will have a Local Report Card designation above Academic Emergency for two of the three most recent school years.
- For two out of the three most recent school years following the first two years of operation, the school will show at least two standard years of academic growth in either reading or mathematics as determined by the Department of Education.
- Student achievement will be measured by annual Scantron gains (grades 2-8) and OAA assessments (grades 3-8).

3. **to define acceptable state standards as follows (check only those that apply):**

X **a. reaching Continuous Improvement or Higher on Ohio Report Card within the term of this Contract in consideration for contract renewal.**

_____ **d. if too small to be rated: to show customized assessment of success or progress as follows:**

Measuring individual student growth and reporting such growth by:

The School will administer all state-mandated assessments specified in the Ohio Revised Code in accordance with the schedule established by the Ohio Department of Education. Student Achievement is monitored and measured in a variety of ways. All of these are implemented with one goal in mind, and that is to provide the student with the opportunity for him/her individually, and the School as a whole, to achieve or exceed the stated goals.

_____ e. **if exempt from Ohio law closure rules; to show customized assessment of success or progress as follows:**

Measuring individual student growth and reporting such growth by:

The School will administer all state-mandated assessments specified in the Ohio Revised Code in accordance with the schedule established by the Ohio Department of Education. Student Achievement is monitored and measured in a variety of ways. All of these are implemented with one goal in mind, and that is to provide the student with the opportunity for him/her individually, and the School as a whole, to achieve or exceed the stated goals.

Attachment 6

Students, Parents, Enrollment, Attendance, Dismissal
The Community, Health & Safety, Patriotism

I. **Students:**
 A. Student Enrollment Summary (Chart)
 B. Type of School and Its Students
 1. Type – Graded or Non-Graded
 2. Students are General Population or At-risk - If at-risk, definition of at-risk criteria ORC 3314.06 (B)(1)
 3. Post-secondary options for secondary students ORC Chapter 3365
 4. High School dual enrollment – ORC 3313.6013

II. **Enrollment Policies:** to comply with ORC 3314.06 and 3314.061, if applicable
 A. Attendance Area -
 B. Enrollment preferences – ORC 3314.06(H)
 C. Enrollment/Admissions Policies – ORC 109.65, 3313.64, 3313.65, 3314.06 (F), 3321.01, 3314.06 (E),
 D. Confidentiality – ORC 3319.321, Chapter 1347
 E. No incentives to enroll – ORC 3313.648
 F. No tuition – ORC 3314.08 (I)
 G. Special Education – ORC 3314.06 (D)(2)
 H. State testing and attendance law to parents – ORC 3314.041
 I. Notification to parents of secondary students – ORC 3313.6014

III. **Records Policies:** to comply with ORC 3313.672
 A. Academic (Cumulative) Records
 B. Special Education Records
 C. Health Records

IV. **Attendance Policies:** ORC 3321.18, 3321.191, 3321.14, 3321.17, 3321.19

V. **Parents:**
 A. Parent Involvement Policy - ORC 3313.472
 B. Missing children – ORC 3313.96

VI. **Dismissal from School:**
 A. Automatic withdrawal of students absent for 105 consecutive hours
 B. Procedures for Parents & School – ORC 3321.13, 3314.08D(2).

VII. **School's Community:**
 A. Definition of the School Community
 B. Intended Racial and Ethnic Balance of the School
 C. Marketing Plan to Attract Racially and Ethnically Diverse Students
 D. Transportation Plan, see ORC 3314.09, 3314.091, 3327.01

VIII. **Health and Safety Policies** – to comply with ORC 3313.50, 3313.536, 3313.643, 3313.666, 3313.667, 3313.67, 3313.671, 3313.673, 3313.69, 3319.073, 3313.71, 3313.716, 3313.718, 3314.14, 3314.141, 3314.15, 3314.16, 3314.18, 3701.932, 3701.933, Chapter 3742.

IX. **Patriotism**
 A. Veteran's Day – the policy must comply with ORC 3313.602 regarding the observance of veteran's day.
 B. Pledge of allegiance – (Optional Policy). ORC 3313.602 does not appear to directly address community schools. Therefore, the school should decide whether or not to establish a policy regarding the pledge of allegiance in school. If the school chooses to establish a policy, it should address whether or not to recite the Pledge of Allegiance, shall not require any student to participate, and prohibit intimidation of those who choose against participation.
 C. Display of National Flag – the policy must comply with ORC 3313.80 regarding the display of the national flag.

Attachment 6

Students, Parents, Enrollment, Attendance, Dismissal
The Community, Health & Safety, Patriotism

I. Students:

A. Student Enrollment Summary

Students	Fiscal year 2012	Fiscal Year 2013	Fiscal year 2014
Grades K-8	250	250	250

B. Type of School and Its Students

1. Type – Graded
2. Students are General Population or At-risk - If at-risk, definition of at-risk criteria ORC 3314.06 (B) (1)
3. Post-secondary options for secondary students ORC Chapter 3365-not applicable
4. High School dual enrollment – ORC 3313.6013- not applicable

II. Enrollment Policies:

The Academy is in compliance with ORC 3314.06 and 3314.061.

A. Attendance Area -
B. Enrollment preferences – ORC 3314.06(H).
C. Enrollment/Admissions Policies – ORC 109.65, 3313.64, 3313.65, 3314.06 (F), 3321.01, 3314.06 (E).
D. Confidentiality – The Academy will comply with ORC 3319.321, Chapter 1347
E. No incentives to enroll – The Academy is in compliance with ORC 3313.648.
F. No tuition – The Academy is in compliance with ORC 3314.08 (I)
G. Special Education – The Academy is in compliance ORC 3314.06 (D)(2).
H. State testing and attendance law to parents- The Academy will comply with ORC 3314.041
I. Notification to parents of secondary students – The Academy will comply with ORC 3313.6014.

III. Records Policies:

The Academy is in compliance with ORC 3313.672

A. Academic (Cumulative) Records
B. Special Education Records
C. Health Records

IV. Attendance Policies:

The Academy is in compliance with ORC 3321.18, 3321.191, 3321.14, 3321.17, 3321.19.

V. Parents:

A. Parent Involvement Policy - The Academy is in compliance with ORC 3313.472, see policy #421

B. Missing children – The Academy is in compliance with ORC 3313.96.

VI. Dismissal from School:

A. Automatic withdrawal of students absent for 105 consecutive hours.

B. Procedures for Parents & School – The Academy is in compliance with ORC 3321.13, 3314.08D(2).

VII. School's Community:

A. Definition of the School Community

B. Intended Racial and Ethnic Balance of the School

Pursuant to ORC 3314.03 (A)(7), the School attempts to achieve racial and ethnic balance by being open to any at-risk student by marketing to every subsection of the potential student population. A study of detailed demographics information is obtained through the U. S Census Bureau and Enrollment is not denied to any eligible applicants on the basis of sex, race, religion, national origin, ancestry, pregnancy, marital or parental status, sexual orientation, or physical, mental, emotional, or learning disability.

Marketing Plan to Attract Racially and Ethnically Diverse Students

In the event that racial composition of the enrollment of the School violates the federal desegregation order, the school shall take any and all corrective measures to comply with the desegregation order.

The School Governing Authority will access the racial and ethnic balance of the School within the first two months of the calendar year in order to make necessary adjustments to any marketing plans currently used by the school in order to attempt to be reflective of the community it services.

C. Transportation Plan, see ORC 3314.09, 3314.091, 3327.01

The School does not anticipate providing its own transportation for its students in Cleveland, Ohio. At other schools most students utilize the available public transportation. However, the School will be provided "bus passes" for public transportation to be distributed by the Administrator at his or her discretion. The passes are provided to defray the cost of public transportation and are distributed on an individual as need basis.

Transportation for students requiring such due to disability will be provided on an individual basis based on their respective IEP's and in accordance with the State and Federal law.

VIII. Health and Safety Policies – The Academy is in compliance with ORC 3313.50, 3313.536, 3313.643, 3313.666, 3313.667, 3313.67, 3313.671, 3313.673, 3313.69, 3319.073, 3313.71, 3313.716, 3313.718, 3314.14, 3314.141, 3314.15, 3314.16, 3314.18, 3701.932, 3701.933, Chapter 3742.

IX. Patriotism

A. Veteran's Day – The Academy will comply with ORC 3313.602 regarding the observance of veteran's day.

B. Pledge of allegiance – (Optional Policy). ORC 3313.602 does not appear to directly address community schools. Therefore, the school should decide whether or not to establish a policy regarding the pledge of allegiance in school. If the school chooses to establish a policy, it should address whether or not to recite the Pledge of Allegiance, shall not require any student to participate, and prohibit intimidation of those who choose against participation.

C. Display of National Flag – The Academy will comply with ORC 3313.80 regarding the display of the national flag.

The complete Board approved Policy handbook with all applicable policies is on file with the Sponsor.

Attachment 7

Student Discipline

1. School's harassment, intimidation, or bullying policy

2. Student Discipline Policies: Suspension, Expulsion, Exclusion. ORC 3313.66, 3313.661, 3313.662.

3. Discipline policy for students with disabilities (IDEA & IDIEA)

Anti-Discrimination and Harassment Policy

Federal and State laws prohibit discrimination based on race, sex, age, religion, national origin or disability. Discrimination on the job, including harassment, is prohibited by the School. Harassment is any form of hostility, conduct or language that alters the conditions of the victim's employment AND which creates a hostile, intimidating or offensive working environment. Additionally, sexual harassment can consist of unwelcome sexual advances, intentional and unwelcome touching, verbal remarks and requests or demands for sexual favors. The prohibition against harassment is applicable to all employees of the School, which includes all staff members, teachers, principals, managers and officers.

Employees Must Report Harassment

Any employee who believes he or she has been harassed, or has been subjected to a hostile work environment, must report it to the Principal/Administrator. If the employee is unable, or does not wish to report the matter to the Principal/Administrator for any reason, he or she should report to the Business Manager. The report will be kept confidential except to the extent necessary to complete the investigation. In order to assure that the facts are accurately understood by the person receiving the report, the Principal/Administrator or Business Manager will put it in written form. The Complainant will be asked to acknowledge the accuracy of the facts or to correct the statement to accurately describe the complaint.

Resolution of Complaints

The results of the investigation will be discussed with the complaining employee. If it is determined that there has been harassment or that there is a hostile work environment, the Principal/Administrator or Business Manager will discuss the procedure for resolving the complaint with the employee.

If there is a situation in which an employee believes he or she is being physically threatened, it should be reported to the nearest supervisory person and temporary protection against the harassment or hostility will be provided.

No employee will be retaliated against for reporting sexual harassment or a hostile work environment.

The Importance of Reporting Harassment or Discrimination

No employee should be a victim of harassment or a hostile work environment. It is important that every employee who believes he or she is a victim to report harassment or discrimination to allow the School the opportunity to investigate the situation and take appropriate actions. If harassment or discrimination occurs, and it is not addressed by the School, the seriousness of the policy may be misunderstood. It takes the complete

cooperation of our entire staff to maintain a fair and non-discriminatory place to work regardless of race, sex, age, religion, national origin or disability.

Reference:
ORC 3313.666, 3313.667, and 3314.06(D)(1); Title VI, Civil Rights Act of 1964, Section 601; Title IX, Education Amendments of 1972; Rehabilitation Act of 1973; Age Discrimination Act of 1975

Safe School Policy

Anti-Harassment, Anti-Intimidation, Anti-Bullying, Anti-Gang, Drug-Free and Weapon-Free School

The Board of Directors prohibits violence including harassment, intimidation, bullying or any gang related activity. The School is a drug-free and weapon-free school, and does not tolerate the above-mentioned behavior whether in the classroom, on school property, or at school-sponsored events, as it is expressly forbidden.

Anti-Harassment, Anti-Intimidation, and Anti-Bullying

Harassing, Intimidation, or Bullying behavior is strictly prohibited, and students who are determined to have engaged in such behavior are subject to disciplinary action, which may include counseling, suspension, or expulsion from school. The school's commitment to address Harassing, Intimidating, and Bullying, however, involves a multi-faceted approach, which includes education and the promotion of a school atmosphere in which this behavior will not be tolerated by students, faculty or school personnel.

It is imperative that Harassing, Intimidating, and Bullying be identified only when the specific elements of the definition are met, because the designation of conduct of such behavior carries with it special statutory obligations. Any misconduct by one student against another student, whether or not appropriately defined as Harassment, Intimidation, or Bullying will result in appropriate disciplinary consequences for the perpetrator.

I. Definition of Terms:

1. "Harassment, intimidation, or bullying" means either of the following:
 - A. Any intentional written, verbal, or physical act that a student has exhibited toward another particular student more than once and the behavior both:
 1. Causes mental or physical harm to the other student;
 2. Is sufficiently severe, persistent, or pervasive that it creates an intimidating, threatening, or abusive educational environment for the other student.

Or

 - B. Violence within a dating relationship.

 C. Such behavior may include any written, electronically-transmitted, verbal or physical act taking place on school grounds, at any school-sponsored activity, or on school-provided transportation.

In accordance with this definition, the following factors should be considered before identifying conduct by a student or group of students as Harassment,

Intimidation, or Bullying in violation of Board Policy. The determination that conduct does not constitute Harassment, Intimidation, or Bullying under Board Policy, however, does not restrict the right of the School Leader to impose appropriate disciplinary consequences for the student misconduct.

- Location. Harassment, Intimidation, or Bullying behavior in violation of Board Policy must occur to and from school, on school grounds, at school-sponsored activities or sanctioned events, or in school vehicles. Conduct that occurs away from these places is not Harassment, Intimidation, or Bullying under this Policy. Cyber-Bullying, which is addressed below, may occur at locations away from those mentioned above, but is covered by this Policy and is strictly forbidden by the The School.

- Ridicule, Humiliation, and/or Intimidation. Harassment, Intimidation, or Bullying behavior is marked by the intent to ridicule, humiliate, or intimidate the victim. In evaluating whether conduct constitutes this behavior, special attention should be paid to the words chosen or actions taken, whether such conduct occurred in front of others or was communicated to others, how the perpetrator interacted with the victim, and the motivation, either admitted or appropriately inferred, of the perpetrator.

2. "Harassment, intimidation, or bullying" also means electronically committed acts (*i.e.*, acts conducted using electronic or wireless communication devices) that a student has exhibited toward another particular student more than once and the behavior both:

 A. Causes mental or physical harm to another particular student; and

 B. Is sufficiently severe, persistent, or pervasive that it creates an intimidating, threatening, or abusive educational environment for the other student.

 C. Constitutes violence within a dating relationship.

3. A "school-sponsored activity" means any activity conducted on or off school property (including school buses and other school-related vehicles) that is sponsored, recognized or authorized by the School Leader, the Board of Directors or the Ohio Department of Education.

4. "Harassment, intimidation, or bullying" will not mean any action that would constitute protected free expression under the First Amendment to the Constitution of the United States.

II. Types of Conduct

Harassment, Intimidation or Bullying can take many forms and can include many different behaviors having an overt intent to ridicule, humiliate or intimidate another student. Examples of conduct can include, but is not limited to, the following behavior, overt acts, and/or circumstances:

1. Verbal, nonverbal, physical or written harassment, bullying, hazing or other victimization that has the purpose or effect of causing injury, discomfort, fear or suffering to the victim;

2. Repeated remarks of a demeaning nature that have the purpose or effect of causing injury, discomfort, fear or suffering to the victim;

3. Unreasonable interference with a student's performance or creation of an intimidating, offensive or hostile learning environment;

4. Physical violence or attacks or both;

5. Threats, taunts and intimidation through words or gestures or both;

6. Extortion, damage or stealing of money, property or personal possessions;

7. Exclusion from the peer group or spreading rumors;

8. Harassment, intimidation or bullying can also include repetitive and hostile behavior with the intent to harm others through the use of information and communication technologies and other web-based/online sites (also known as "cyber bullying"), such as the following:

 - Posting slurs on websites where students congregate or on web-logs (personal online journals or diaries);
 - Sending abusive or threatening instant messages;
 - Using camera phones to take embarrassing photographs of students and posting them online;
 - Using websites to circulate gossip and rumors to other students;
 - Excluding others from an online group by falsely reporting them for inappropriate language to internet service providers.

III. Complaint Process – Reporting Prohibited Incidents

1. The complaint process for the Safe School Policy will follow the guidelines established under HOPE Academy's Complaint Policy and Procedure. In addition, the following information provides further guidance with regards to complaint procedures for violations or suspected violations of the Safe School Policy:

 A. Written and Oral Complaints

 1. HOPE Academy requires the School Leader or his/her designee to be responsible for receiving complaints alleging violations of this Policy. Students, parents or guardians may file written complaints of suspected harassment, intimidation, or bullying with any school staff member or administrator. A teacher or other school staff member who receives a written complaint will promptly forward it (no later than the next school day) to the School Leader or his/her designee for review and action.

 2. Oral complaints will also be considered official complaints. Students, parents or guardians, and school personnel may make oral complaints of conduct that they consider to be harassment, intimidation, or bullying by verbally reporting to a teacher, school administrator, or other school personnel. A teacher or other school staff member who receives an oral complaint will promptly document the complaint in writing, and will promptly forward it (no later than the next school day) to the School Leader for review and action.

 B. Both written and oral complaints will be reasonably specific as to the actions giving rise to the suspicion of harassment, intimidation, and/or bullying, including person(s) involved, number of times and places of the alleged conduct, the target of the prohibited behavior(s), and the names of any potential student or staff witness.

 C. Anonymous Complaints

 1. Students who make oral complaints as set forth above may request that their name be maintained in confidence by the school staff member(s) and administrator(s) who receive the complaint.

 2. The anonymous complaints will be reviewed and reasonable action will be taken to address the situation, to the extent such action may be taken that (1) does not

disclose the source of the complaint; and (2) is consistent with the due process rights of the student(s) alleged to have committed acts of harassment, intimidation and/or bullying.

IV. School Personnel Reporting Responsibilities

1. Teachers and Other School Staff Responsibilities

 A. Teachers and other school staff, who witness acts of harassment, intimidation or bullying, as defined above, will promptly notify the School Leader or his/her designee of the event observed by filing a written incident report concerning the events witnessed.

 B. In addition to addressing both informal and formal complaints, school personnel are encouraged to address the issue of harassment, intimidation or bullying in other interactions with students. School personnel may find opportunities to educate students about harassment, intimidation and bullying and help eliminate such prohibited behaviors through class discussions, counseling, and reinforcement of socially appropriate behavior.

 C. School personnel should intervene promptly where they observe student conduct that has the purpose or effect of ridiculing, humiliating, or intimidating another student/school personnel, even if such conduct does not meet the formal definition of "harassment, intimidation, or bullying."

V. Notification to Parents/Guardians

1. If after investigation, acts of harassment, intimidation or bullying by a specific student are verified, the School Leader or his/her designee will notify, in writing, the parent or guardian of the perpetrator of that finding. If disciplinary consequences are imposed against such a student, a description of such discipline will be included in such notification.

2. If after investigation, acts of harassment, intimidation or bullying against a specific student are verified, the School Leader or his/her designee will notify the parent or guardian of the victim of such findings. In providing such notification, care must be taken to respect the statutory privacy right, including those set forth in the R.C. § 3319.321 and the Family Educational Rights and Privacy Act of 1974, 88 Stat. 571, 20 U.S.C. 1232q of the perpetrator of such harassment, intimidation and bullying.

3. To the extent permitted by State and Federal privacy laws, parents or guardians of any student involved in a prohibited incident may have access to any written reports pertaining to the prohibited incident.

VI. Investigation and Documentation of Prohibited Incident

1. The School requires the School Leader or his/her designee to be responsible for determining whether an alleged act constitutes a violation of this Policy. In so doing, the School Leader or his/her designee will conduct a prompt and thorough investigation of all written and oral complaints of suspected harassment, intimidation, or bullying. A written report of the investigation will be prepared when the investigation is complete. Such report will include findings of fact and a determination of whether acts of harassment, intimidation, or bullying were verified. When prohibited acts are verified, a recommendation for intervention, including disciplinary action will be provided. Where appropriate, written witness statements will be attached to the report.

2. When a student making an informal complaint has requested anonymity, the investigation of such complaint will be limited as is appropriate in view of the anonymity of the complaint. Such limitation of investigation may include restricting action to a simple review of the complaint (with or without discussing it with the alleged perpetrator), subject to receipt of further information and/or the withdrawal by the complaining student of the condition that his/her report be anonymous.

VII. Intervention Strategies to Protect Victims

1. When responding to verified acts of harassment, intimidation, or bullying, The School will consider potential strategies to protect victims from additional harassment, intimidation, or bullying, and from retaliation following a report. Potential strategies include:

 A. Supervising and disciplining offending students fairly and consistently;

 B. Providing adult supervision during breaks, lunch time, bathroom breaks and in the hallways during times of transition;

 C. Maintaining contact with parents and guardians of all involved parties;

 D. Providing counseling for the victim if assessed that it is needed;

 E. Informing school personnel of the incident and instructing them to monitor the victim and the offending party for indications of harassing, intimidating, and bullying behavior; instructing personnel to intervene when prohibited behaviors are witnessed;

F. Checking with the victim regularly to ensure that there have been no incidents of harassment/intimidation/bullying or retaliation from the offender(s).

VIII. Disciplinary Procedure

1. Verified acts of harassment, intimidation or bullying will result in an intervention by the School Leader or his/her designee that is intended to ensure that the prohibition against harassment, intimidation or bullying behavior is enforced, with the goal that any such prohibited behavior will cease.

2. The School recognizes that acts of harassment, intimidation, or bullying can take many forms and can vary dramatically in seriousness and impact on the targeted individual and school community. Accordingly, there is no one prescribed response to verified acts of harassment, intimidation, and bullying. Disciplinary and appropriate remedial actions for a student or staff member who commits an act of harassment, intimidation or bullying may range from positive behavioral interventions up to, and including, suspension or expulsion.

3. In determining appropriate interventions for each individual who commits an act of harassment, intimidation or bullying (including a determination to engage in either non-disciplinary or disciplinary action, as described below), the School Leader will give the following factors full consideration:

 A. The degree of harm caused by the incident(s);

 B. The surrounding circumstances;

 C. The nature and severity of the behavior;

 D. The relationship between the parties involved; and

 E. Past incidences or continuing patterns of behavior.

4. When verified acts of harassment, intimidation or bullying are identified early and/or when such verified acts of such behavior do not reasonably require a disciplinary response, students may be counseled regarding the definition of misconduct, its prohibition, and their duty to avoid any conduct that could be considered harassment, intimidation or bullying. Peer mediation may also be used, when appropriate.

5. When acts of harassment, intimidation and bullying are verified and a disciplinary response is warranted, students are subject to the full range of

disciplinary consequences. Anonymous complaints that are not otherwise verified, however, will not be the basis for disciplinary action.

A. In and out-of-school suspensions may be imposed only after informing the accused perpetrator of the reasons for the proposed suspension and giving him/her an opportunity to explain the situation.

B. Expulsion may be imposed only after a hearing before the School Leader. This consequence will be reserved for serious incidents of harassment, intimidation or bullying and/or when past interventions have not been successful in eliminating such behavior.

C. The determination that conduct does not constitute harassment, intimidation or bullying under this Policy, however, does not restrict the right of the School Leader or the Board or both to impose appropriate disciplinary consequences for student misconduct.

IX. Semi-Annual Reporting Obligations

1. The School School Leader will semi-annually provide the president of the Board a written summary of all reported incidents and post the summary on the School's Website, if one exists. The list will be limited to the number of verified acts of harassment, intimidation and bullying, whether on school grounds, to and from school, or at school-sponsored activities or sanctioned events.

X. Dissemination of Policy

1. The School will annually disseminate the Safe School Policy to staff, students, and parents, along with an explanation that the Policy applies to all applicable acts of harassment, intimidation, and bullying that occur on school grounds, at school-sponsored activities or sanctioned events, to or from school or on school-related vehicles, or in cyber-space. The Safe School Policy will appear in parent/student handbooks that set forth The School's rules, procedures, and standards of conduct for the School and its students.

2. To ensure staff are prepared to prevent and effectively intervene with incidents of harassment, intimidation or bullying, The School has incorporated the information about the Safe School Policy into its employee training programs.

3. Orientation sessions for students will introduce the elements of this Policy. Students will be provided with age-appropriate information on the recognition and prevention of harassment, intimidation or bullying, and dating violence prevention, and their rights and responsibilities under this and other The School policies, procedures and rules, at student orientation sessions and on other appropriate occasions. Parents will be provided with information about this Policy, as well as information about other The School and school rules and disciplinary policies. This Policy will be stated in student, staff, volunteer and parent handbooks.

XI. Prohibited Gang Activity

The Board believes gangs or gang activity creates an atmosphere that seriously disrupts the educational process. Students are prohibited from engaging in gang activities while at School, on school property, to or from school, or at a school sponsored activity or sanctioned event. Any student who violates this Policy will be subject to disciplinary action, up to and including expulsion from The School.

The term "gang" is defined as any ongoing organization, association, or group of three or more persons, whether formal or informal, having as one of its primary activities the endorsement of or participation in one or more criminal acts, which has an identifiable name or identifying sign or symbol, and whose members individually or collectively engaged in a pattern of criminal gang activity.

The term "gang activity" is defined as any conduct engaged in by a student:

1. On behalf of a gang;
2. To perpetuate the existence of a gang;
3. To effect the common purpose and design of any gang; or
4. To represent a gang affiliation, loyalty or membership in any way while on school grounds or while attending a school function.

These activities may include things such as recruiting students for membership in a gang and threatening or intimidating other students or staff against his/her/their own will to promote the common purpose and design of any gang.

XII. Drug Free

In accordance with Federal law, The School prohibits the use, possession, concealment or distribution of drugs by students on school grounds, in the school building, on school property, or at school sponsored event to ensure a Drug Free School. Drugs include alcoholic beverages, steroids, dangerous controlled substances as defined by Ohio law, or any substance that could be considered a "look alike." Any student who violates this

Policy will be subject to disciplinary action, up to and including expulsion from the The School.

XIII. Weapons Free

The School is also a weapons-free school. No student, at any time, for any reason, will knowingly possess, handle, transmit, or use any object, which can be reasonably considered a weapon in or on property of The School or at any The School sponsored event held away from school property. Any student who violates this Policy will be subject to disciplinary action, up to and including expulsion from the The School.

XIV. General Provisions

This Policy will not be interpreted to prohibit a reasonable and civil exchange of opinions, or debate that is protected by State or Federal law such as the Nondiscrimination, Suspension and Expulsion/Due Process, Violent and Aggressive Behavior, Hazing, Discipline/Punishment, Sexual Harassment, Peer Sexual Harassment and Equal Educational Opportunity acts.

The Complaint process is in effect and all matters will be investigated and resolved in accordance with the steps outlined above and in the Board's Complaint Policy and Procedure.

Reference:

ORC 3301.22; 3313.666, 3319.321; Family Educational Rights and Privacy Act of 1974, 88 Stat. 571, 20 U.S.C. 1232q

Suspension and Expulsion

Rules of suspension and expulsion must follow due process mandates.

Suspension

- The building Administrator or Assistant Administrator can suspend a child.
- No suspension shall exceed ten (10) school days;
- The Administrator must give written notice of the intention to suspend and the reasons why to the student. The student will be asked to sign this notice. If he/she chooses not to properly sign, then the Administrator shall so indicate that, in writing, on the form, and also have a staff member verify the same, in writing, on the same form;
- The student must be given the right to appear at an informal hearing before the Administrator, and has the right to challenge the reasons for the intended suspension or otherwise explain his/her actions;
- A written notice of suspension must be sent or given within one school day to the parent, guardian, or custodian of the student. The notice must contain the reasons for the suspension and the right of the student to appeal the suspension; and
- A parent/guardian has the right to appeal the suspension, which must be submitted, in writing, to the building Administrator within fourteen (14) calendar days of the written notice of suspension. The Administrator shall immediately forward this written appeal to the appeals officer assigned by White Hat Management as the Board of Director's designee.

Note: A student under an out of school suspension shall not have permission to make up all academic work.

Expulsion

- Only the building Administrator can expel a student.
- The building Administrator must provide the student and the parents/guardian written notice of the intent to expel; The notice is to state the time and place to appear which must not be less than three (3) days or later than five (5) days after the notice of intent to expel was given to the student and parents.
- The building Administrator may grant an extension of time. If granted, the Administrator must notify all parties, in writing, of the new time and place for the meeting;
- The written notice is to include reasons for the intended expulsion;

- The student and parent (and representative if desired) must have an opportunity to appear, on request, before the building Administrator to challenge the expulsion, or to otherwise explain the student's actions that led to the intended expulsion;

- The parent/guardian may be given the opportunity to withdraw the student before expulsion takes place. It should be noted, however, that when such student is withdrawn, the expulsion process must continue to be followed to its conclusion;

- The letter of expulsion is sent;

- Within one (1) school day, the Administrator shall notify the Enrollment Coordinator, in writing, of the expulsion.

- The parent/guardian has the right to appeal the expulsion, which must be submitted, in writing, to the building Administrator within fourteen (14) calendar days of the written letter of expulsion. The Administrator shall immediately forward this written appeal to the appeals officer assigned by White Hat Management as the Board of Director's designee.

Emergency Removal

The building Administrator may perform an emergency removal of a student from curricular or extra-curricular activities or from the grounds if a student's presence poses a threat and/or danger to any person or property, or if the student's presence poses an on-going disruption to the educational process. This removal may be done without immediate notice or hearing.

If the removal leads to a suspension any student so removed shall be given written notice and provided with a hearing within three (3) school days after removal as defined in the Suspension section above. If it is probable that the student is going to be recommended for expulsion, the expulsion process shall be conducted in accordance within the Expulsion section noted above.

Reference:
ORC 3313.66

Attachment 8

Retirement, Health and other Employee Benefits

1. Personnel Policies – ORC 9.90, 9.91, 2151.421, 2313.18, 3319.313, 3319.314, 3319.315, 3319.39, 4111.17, 4113.52, Chapters 2744, 4123, 4141, 4167

2. Health Insurance and Retirement – ORC 3307 & 3309 (3314.10)

3. Staff Notice of Contract Termination

Attachment 8

Retirement, Health and other Emplovee Benefits

1. Personnel Policies - ORC 9.90,9.91,2151.421,2313.18,3319.313,3319.314,3319.315, 3319.39,4111.17,4113.52, Chapters 2744,4123,4141,4167

2. Health Insurance and Retirement - ORC 3307 & 3309 (3314.10)

3. Staff Notice of Contract Termination

The School shall be under the direction of a Governing Authority, which shall be its Board of Directors. The Board of Directors intend to contract with an Education Service Provider ("ESP") and the performance of the School's duties there under. Pursuant to the Management Agreement, the ESP shall undertake the day-to-day operation of the School. As provided for in the Management Agreement, the ESP will provide the Board of Directors with various reports on performance of the School including its' enrollment, attendance, academic performance, financials (including balance sheets, income statements, budget reports, etc.), parent student satisfaction, withdrawals, suspensions, and expulsions.

The Board has elected to partner an ESP to provide the initial financial, administrative and operational resources necessary to successfully open a community school in the State of Ohio. The ESP is able to provide the initial capital outlay for the School's facilities, equipment and technology. Therefore, the Board will not be solely reliant on the availability of charitable contributions or federal and state grants. As such, prospective students will enter the School as envisioned, with all available equipment, technology, software and curricular materials necessary to accomplish the School's mission. Through the ESP partnership, the Board can help ensure that the School is indeed an epicenter where student resources are aligned and connected.

The complete Board approved Policy handbook with all applicable policies is on file with the Sponsor.

Attachment 9

Part I:
School Treasurer's License or
Proof of Required Training and Bond
Fiscal Services Agreement, if applicable

EMPLOYER COPY

State of Ohio

Department of Education

5 Year School Treasurer License

This License Awarded To: **ANGELA M. NEELEY**

License Number: KU1039550

Issue Date: 04/18/2008

FROM: 01/01/2009 - 12/31/2013

The holder of this credential having satisfactorily completed the requirements prescribed by The State Board of Education is authorized to teach the subject(s) or serve in the area(s) listed below for the period specified:

School Treasurer

Susan Tave Zelman
Superintendent of Public Instruction

904097

Louis L. Staffilino
Associate Superintendent, Center for the Teaching Profession

State of Ohio

Department of Education

5 Year School Treasurer License

This License Awarded To: **ANGELA M. NEELEY**

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School Treasurer

Susan Tave Zelman
Superintendent of Public Instruction

904097

Louis L. Staffilino
Associate Superintendent, Center for the Teaching Profession

Ohio

Western Surety Company

OFFICIAL BOND AND OATH

Effective Date: July 1st, 2011

KNOW ALL PERSONS BY THESE PRESENTS: Bond No. 61113841

That we, Angela Neeley, as Principal,

and WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of Ohio, as Surety, are held and firmly bound unto the (1) Other of Undefined To System, in the penal sum of Twenty Five Thousand and 00/100 DOLLARS ($ 25,000.00), to the payment of which sum well and truly to be made, we jointly and severally bind ourselves and our legal representatives, firmly by these presents.

Dated this 22nd day of July, 2011.

THE CONDITION OF THIS OBLIGATION IS SUCH, That whereas, the Principal was duly
☐ elected
☒ appointed
to the office of Finance Officer in the

_____ of Undefined To System,
(City, County, Etc.) (Name of Political Subdivision)

State of Ohio, for the term of 1 year(s), commencing on the 1st day of July,

2011, and until his successor is elected and qualified.

NOW, THEREFORE, if the said Principal shall faithfully perform the duties of his said office, then this obligation shall be void, and of no effect, otherwise to remain in full force and effect.

(1) For county officials fill in "State of Ohio,"
for all others, name of political subdivision.

Principal

COUNTERSIGNED

WESTERN SURETY COMPANY

By NOT NEEDED
Ohio Resident Agent

By _____
Paul T. Bruflat, Senior Vice President

OATH OF OFFICE

STATE OF OHIO
County of _____ } ss

_____, being duly sworn, says that he will support the Constitution of the United States, and the Constitution of the State of Ohio, and that he will faithfully discharge the duties of his office as _____.

Principal

Sworn to before me and signed in my presence this _____ day of _____, _____.

ACKNOWLEDGMENT OF SURETY
(Corporate Officer)

STATE OF SOUTH DAKOTA
County of Minnehaha } ss

On this 22nd day of July, 2011, before me, a Notary Public in and for said County, personally appeared Paul T. Bruflat, personally known to me, who being by me duly sworn, did say that he is the aforesaid officer of WESTERN SURETY COMPANY of Sioux Falls, South Dakota, a corporation duly organized and existing under the laws of said State of South Dakota, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that the said instrument was signed, sealed and executed in behalf of said corporation by authority of its Board of Directors, and further acknowledged that the said instrument and the execution thereof to be the voluntary act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

S. EICH
SEAL NOTARY PUBLIC SEAL
SOUTH DAKOTA

S. Eich
Notary Public

My Commission Expires February 12, 2015

Western Surety Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, and authorized and licensed to do business in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the United States of America, does hereby make, constitute and appoint

Paul T. Bruflat of Sioux Falls,
State of South Dakota, its regularly elected Senior Vice President,
as Attorney-In-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, the following bond:

One FINANCE OFFICER GARFIELD ACADEMY, INC.

bond with bond number 61113841

for ANGELA NEELEY
as Principal in the penalty amount not to exceed: $25,000.00.

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, to-wit:

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by Senior Vice President with the corporate seal affixed this 25th day of July, 2011.

ATTEST

L. Nelson
L. Nelson, Assistant Secretary

WESTERN SURETY COMPANY

By Paul T. Bruflat
Paul T. Bruflat, Senior Vice President

WESTERN SURETY COMPANY ★ CORPORATE SEAL ★ SOUTH DAKOTA

STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss

On this 25th day of July, 2011, before me, a Notary Public, personally appeared Paul T. Bruflat and L. Nelson who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Senior Vice President and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the voluntary act and deed of said Corporation.

D. KRELL
SEAL NOTARY PUBLIC SEAL
SOUTH DAKOTA

My Commission Expires November 30, 2012

D. Krell
Notary Public

Form F1975-9-2006

Western Surety Company

RIDER

It is hereby mutually agreed and understood by and between the Principal and Western Surety Company, that instead of as originally written:

The obligee has been corrected to read: State of Ohio

No further changes other than above.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, limits conditions of the Bond, except as hereinabove set forth.

This Rider becomes effective on the 25th day of July, 2011, at twelve and one minute o'clock a.m., standard

Attached to and forming part of Bond No. 61113841 issued by WESTERN SURETY COMPANY of Sioux Falls, South Dakota,

ANGELA NEELEY

Signed this 25th day of July, 2011.

WESTERN SURETY COMPAN

By _____
Paul T. Bruflat, Senior Vice President

Form 120-4-2002

ATTACHMENT 9
PAGE 1d.

Part II:
School Fiscal Plan
(This outline is to be made part of the contract as written)

The **School** will comply with ORC 3314.08 (J)(1)(a)(b) and Chapter 117

A. Sources of Funding. Attached is the required Five Year Budget Plan of the **School** which specifies the sources of income and the school's anticipated expenses. Also attached are the Spending Plan and other financial information including the Per Pupil Expenditure worksheet per years of this contract, a copy of the financial Information Summary, and the CSADM Web Access form.

B. Program Audits. The **School** will submit documents for the financial reviews that will be conducted on a bi-monthly basis by the **Sponsor**.

C. Financial Audits. The **School** will cooperate with the State Auditor for audits of the **School** on a schedule to be determined by the Auditor. The **School** will provide copies of these audit reports to the to the **Sponsor**, and as otherwise required by law.

D. Periodic cash flow statements. The fiscal officer will provide monthly cash flow statements to the **Governing Authority** and will make them available to the **Sponsor**, upon request, as a part of its monthly compiled financial statements.

E. Regular Review of School Budgets. The **School's** budgets will be reviewed by the **Governing Authority** of the school on a monthly basis and in conjunction with the review of the monthly financial statements. Adjustments to budgets will be made only when a significant change occurs which would make previously approved budgets obsolete as a planning and review tool. Material variations from the budgets will be reported to the **Governing Authority** and explained, as they occur.

F. Coordination with Fiscal Officer of **Sponsor.** The fiscal officer of the **School** will coordinate with the school's sponsor by communicating by telephone and through e-mail and other electronic means.

G. Accounting Procedures. Commit to the fact that the **School** uses the accrual method of accounting, following procedures which are in accordance with Generally Accepted Accounting Principles (GAAP), Government Accounting Standards and any other applicable requirements as set forth by law. Although the accounting/financial services provided by the **School** are on a cash basis, it employs the accrual basis for the records that it maintains on site.

H. Purchasing. Commit to the following - Purchases of all equipment, materials, supplies and furniture up to the amount of $500 per item will be made at the discretion of the Principal, in consultation with the Business Manager/fiscal officer within the guidelines of the approved budget. Any one item that exceeds $500 must be approved by the **Governing Authority** prior to commitment to purchase, or as soon thereafter as

practical. The Board may subsequently ratify any such purchase if it deems such action to be reasonable and prudent.

I. Contracted Accounting Services. If this is the intention, the following language is offered as an example: The **School** will contract with _____ for payroll processing, compilation of accounting reports and data entry to USAS and EMIS for financial purposes. The financial services include the following:

1. Bimonthly Payroll Service. Payroll function, to include services similar to "ADP" or "Paychex" or the use of "Quickbooks" or similar accounting system. Prepare all quarterly and annual reporting, including W-2's. However, the **School** is ultimately responsible for payroll tax and retirement system compliance.

2. Financial Services. Provide services whereby check stubs and receipts of the **School** are taken by the contractor, which then produces monthly financials in the format prescribed by the State of Ohio. All reporting would be compiled under the Uniform School Accounting System (USAS) and Uniform School Payroll System (USPS). This reporting is on a cash basis, fund accounting approach, and is fully integrated (i.e., once payroll, disbursements and receipts are input, the mandated reporting requirements such as the annual 4502 and quarterly report submissions are practically an automatic function). The **School** will make classifications and basic information decisions, as these cannot be delegated. In addition, the **School** is responsible for student EMIS input and data for the 5-year forecast.

Board Stipend Policy

Ohio Revised Code 3314.025 directs the School's Operator to pay stipends to the board of directors.

The school's Operator is "WHLS of Ohio, LLC," d/b/a "White Hat Management."

The Ohio Revised Code §3314.02(E)(2) limits the number of community school boards a person may serve on at the same time to two.

Franklin County Common Pleas Court held that the Ohio Revised Code §3314.02(E)(2) is to be applied prospectively and upon expiration of any of the parties terms, such party shall resign from all Boards upon which they are members until said person remained on only two community school boards.

ORC §3314.025 was not challenged in the aforementioned lawsuit. Pursuant to §3314.025, board members are entitled to a maximum stipend of $250.00 if the board member serves on the maximum two boards. If a board member serves on only one board, such board member may only receive the maximum stipend of $125.00 per month.

The Board directs that WHM shall compensate board members in attendance at the Board of Director's meetings within ten business days after receipt of the Board's Attendance Sheet from the Board's Secretary.

All stipend checks issued by WHM to board members shall indicate the fact that the check is for the "Board of Director's Meeting" and shall specify the date and the name of the school for which the stipend check is being issued.

Reference:
ORC 3314.02, 3314.025





Investment Policy

The purpose of this Investment Policy ("Policy") is to establish the philosophy and investment objectives of the Board of Directors of the School and applies to the investment of all unrestricted funds available to the Board. The School's investment program shall be operated in conformance with all applicable federal, state, and other legal requirements.

I. PRIMARY OBJECTIVES

The primary objectives, in priority order, of investment activities shall be safety, liquidity, and yield:

A. Safety

Safety of principal is the foremost objective of the investment program. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. The objective will be to mitigate credit risk and interest rate risk.

1. Credit Risk

The Board will minimize credit risk, which is the risk of loss due to the failure of the security issuer or backer, by:

- Limiting investments to the types of securities in this Investment Policy.
- Pre-qualifying the financial institutions, broker/dealers, intermediaries, and advisers with which the Board will do business

2. Interest Rate Risk

The Board will minimize interest rate risk, which is the risk that the market value of securities in the portfolio will fall due to changes in the market interest rates, by:

- Structuring the investment portfolio so that securities mature to meet cash requirements for ongoing operations, thereby avoiding the need to sell securities on the open market prior to maturity
- Investing operating funds primarily in shorter-term securities, money market mutual funds, or similar investment pools and limiting the average maturity of the portfolio in accordance with this policy

B. Liquidity

The investment portfolio shall remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated. This is accomplished by structuring the portfolio so that securities mature concurrent with cash needs to meet anticipated demands (static liquidity). Furthermore, since all possible cash demands cannot be anticipated, the portfolio should consist largely of securities with active secondary or resale markets (dynamic liquidity). Alternatively, a portion of the portfolio may be placed in money market mutual funds or local government investment pools which offer same-day liquidity for short-term funds.

C. Yield

The investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and liquidity needs. Return on investment is of secondary importance compared to the safety and liquidity objectives described above. The core of investments are limited to relatively low risk securities in anticipation of earning a fair return relative to the risk being assumed. Securities shall generally be held until maturity with the following exceptions:

- A security with declining credit may be sold early to minimize loss of principal
- A security swap would improve the quality, yield, or target duration in the portfolio
- Liquidity needs of the portfolio require that the security be sold

II. THE FINANCE COMMITTEE

The Finance Committee of the Board of Directors is responsible for carrying out the investment strategy of the Board including, but not limited to, selecting investment managers if needed, reviewing the investment strategies of investment managers, determining asset allocations, monitoring investment performance, setting standards for portfolio rebalancing and the like. The finance committee is also responsible for the yearly review of the Investment Policy in order to evaluate whether the current investment needs are being met. Upon the recommendation of the Finance Committee, the Board may authorize the delegation of discretionary investment responsibility to the school treasurer, board accountant, and/or independent professional investment management firms (Collectively, "Investment Managers"). Subject to Board investment policies as outlined in this document and standards of fiduciary prudence, this discretionary responsibility includes the execution of day-to-day investment functions by responding to this Policy and the Finance Committee's recommendations as to asset mix, portfolio diversification and rebalancing, liquidity, market volatility, and management style. In addition, the investment managers are responsible for specific investment decisions with regard to security selection, timing and execution.

III. PERMITTED INVESTMENTS

The following investments will be permitted by this Policy and are those defined by State and local law where applicable:

- Certificates of deposit and other evidences of deposit at financial institutions
- Money market mutual funds regulated by the Securities and Exchange Commission and whose portfolios consist only of dollar-denominated securities
- Local government investment pools either state-administered or developed through joint powers statutes and other intergovernmental agreement legislation

Alternate investments may be permitted only through amendment to this policy by the Board of Directors.

IV. PROHIBITED INVESTMENTS

Without prior approval of the Board and proven due diligence, the Investment Managers are prohibited from investments in the following:

- Fixed Income securities not denominated in U.S. Dollars or Eurodollars
- Venture Capital
- Guaranteed Insurance Contracts
- Commodities
- Precious Metals or Gems
- Options, futures, or any contract whose value is derived from the price of an underlying asset or index (Derivatives)
- Short-selling and other hedging strategies
- Private Placements or "restricted" stock
- No investments in securities deemed to be in violation of prohibited transaction standards of ERISA.

V. RESPONSIBILITES AND CONTROLS

Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence would use in the management of their own affairs, not for speculation, but for investment purposes, considering first the safety of their capital, then the probable income to be derived. Investment Managers, acting in accordance with this investment policy while exercising due diligence, shall be relieved of personal responsibility provided appropriate action is taken to prevent and control adverse developments. Investment Managers shall recognize that the investment portfolio is subject to public review and evaluation. The overall program shall be designed and managed with a degree of professionalism that is worthy of the public trust.

Investment Managers shall refrain from personal business activity that could conflict with the proper execution of the investment program, or which could impair their ability to make impartial investment decisions. Investment Managers shall disclose to the Finance Committee any material financial interests in financial institutions that conduct business within the School, and they shall further disclose any personal financial/investment positions that could be related to the performance of the School's portfolio. Investment Managers shall refrain from undertaking personal investment transactions with the same individuals with whom business is conducted on behalf of their entity.

The Finance Committee shall establish a system of internal controls, which are subject to audit. Such audits may result in recommendations to change operating procedures to improve internal controls. Controls shall be designed to protect against loss of public funds due to fraud, error, misrepresentation or imprudent actions.

At least quarterly, the Investment Managers will provide to the Finance Committee and the Board of Directors a complete listing of the composite portfolios, including income and disbursements, to serve as an operating statement. The portfolio will be monitored on a continual basis relative to these investment objectives, to investment risk as measured by asset concentrations, exposure to extreme economic conditions and to market volatility. The Investment Manager's activity will be reviewed by the Finance Committee on an annual basis. The Board may require Investment Managers to attend Board meetings or Committee Meetings for reporting. The Investment Managers will be reviewed on an ongoing basis and will be evaluated based upon their performance in accordance with this policy.

CREDIT CARD USE POLICY

I. General

A credit card account has been established to meet the daily needs of the School's Board of Directors for incidental purposes, as listed below under "Section II: Intended Use". Upon receipt of original itemized documentation, credit card expenditures will be paid through the Board of Director's bank account.

II. Intended Use

This card is intended for incidental use authorized by the Board President only, on behalf of the Board of Directors. Normal use of the card would include purchases for academic and scholastic use, as well as Board development. The card is not intended for purchases of equipment, items not directly related to the School's educational mission, or for legal and/or consultant fees. The credit card is issued in the name of the Board President and will remain the sole property of the School's Board of Directors.

Expenditures shall be less than the assigned credit limit of the credit card. Additional specific spending limits on particular purchases may be implemented by the Board as deemed necessary and attached hereto as an amendment to this policy.

III. Sales Tax

The Board of Directors is a nonprofit entity under IRC Section 501(c)(3) and thus sales tax exemption forms shall therefore be utilized when such forms are available.

IV. Reconciliation and Documentation

Reconciliation and payment of the credit card account shall occur upon receipt of the statement.

Proper logs and documentation shall be maintained by the Board Fiscal Officer, and made available for audit. Proper documentation shall include:

a. Original itemized paid receipt indicating the date, amount, vendor, and description;

b. Packaging slip or receiving information (if appropriate);

c. Account to be charged;

d. Individual initiating the transaction

The Board Fiscal Officer will verify that the documentation is in order, and if so, process a check to make payment on the account. All payments shall be made from the Board

Account of the School to which the incurred charges relate. Failure to submit an original itemized receipt for any purchases made on the Board credit card shall result in rejection of payment for any and all charges not properly documented. The Board Member responsible for said purchase will then be held responsible for the incurred charges.

V. Accountability

The Board of Directors and the Fiscal Officer are responsible for the supervision, distribution, use, and documentation of the credit card. The credit card is issued as a privilege and convenience to the Board of Directors.

VI. Annual Review

The Credit Card Use Policy shall be reviewed by the Board of Directors. Said Policy may be revised and/or amended to reflect any necessary provisions the Board of Directors deems appropriate or necessary. A resolution shall be passed by the Board of Directors to acknowledge the acceptance of these credit card guidelines.

TRAVEL POLICY

The Board of Directors (the "Board") for the School has resolved to establish the following procedures and standards for the handling of travel and transportation expenses of all Board Members (the "Directors").

Any Director traveling on official business is expected to exercise the same care in incurring expenses that a prudent person would exercise if traveling on personal business and expending personal funds. Excess costs, circuitous routes (taking a round-about or lengthy route), delays or luxury accommodations and services unnecessary or unjustified in the performance of official business are not acceptable under this policy. Directors will be responsible for any unauthorized costs and expenses incurred for personal preference or convenience.

Prior approval for any travel, aside from travel to and from Board or Committee Meetings, must be obtained by properly completing the Travel Expense Reimbursement Report, in the form attached hereto as Exhibit A, with the Board Treasurer. If a Director travels without having prior approval of the travel, the request for reimbursement of expense may be denied.

I. COST STANDARDS

1. Transportation
 a. Common Carrier- Travel by air, rail or bus must be at the lowest and best available rate.
 b. Private Car- Reimbursement will be at the current IRS rate.
 c. Mileage is payable to only one of two or more employees traveling on the same trip and in the same vehicle.
 d. Costs resulting from parking and traffic violations are not reimbursable.
 e. Use of a rental car is not reimbursable unless identified on the Part I request and pre-approved by the Board President and Board Treasurer. The Board will only reimburse at the mid-sized sedan rental rate unless otherwise approved (e.g., van for seven people).

2. Hotel:
 a. A single room is the standard for reimbursement. A detailed original bill showing payment must be submitted for reimbursement. If the hotel/motel bill does not show payment, other proof of payment must be provided. Extra charges on the hotel bill will be reviewed for propriety. Telephone calls of a business nature must be identified for reimbursement.

 b. Safe arrival call- on extended travel (at least one night away from home), the Director will be allowed one safe arrival telephone call to his/her place of choice, not to exceed five dollars ($5.00) (including hotel charges, if

any) upon submission of documentation. The Director should identify the safe arrival call on the hotel bill in order to be reimbursed.

3. Meals:

 a. Meals and incidentals will be paid at the IRS maximum per diem rate (See IRS Publication 1542, revised April 2010) for overnight non-local travel. No increased meal allowances are permitted. Use of meal and incidental allowance for purchase of alcohol is prohibited. Incidentals are expenses for laundry, cleaning and pressing of clothing and fees and tips for services, such as for porters, waitresses/waiters, and baggage carriers. The Director will be responsible for expenses above and beyond the per diem amount.

 b. Meals that are part of seminar costs (normally paid as a registration fee) will not be additionally reimbursed. Meals included as part of your registration fees should be detailed on the registration form included with your Travel Expense Reimbursement Report. If meals are included as part of registration, you will not be reimbursed for a meal purchased during the time when the seminar is providing a meal. Continental breakfasts will not be considered a meal.

 c. Meals paid for locally will only be reimbursed if they are part of a seminar or training registration or incurred while conducting business (i.e., lunch meeting with consultants). Locally is considered within 30 miles of the worksite.

4. Miscellaneous Expenses:

 a. Expenses incurred for fax copies, storage of baggage, telephone calls on official business, and rental of equipment for temporary meetings or office facilities necessary for the conduct of official business may be reimbursed. Such items must be itemized, receipted, and explained.

 b. Parking, bridge, highway and tunnel tolls, taxi fares, bus fares, etc. are reimbursable items if accompanied by original receipts.
 Any receipt that appears to be altered will not be reimbursed.

Fixed Asset Policy

The Board of Trustees (Board) has issued the following Fixed Asset Accounting Policy in order to set forth the requirements for the identification, inventory and reporting of all property owned by the Board. The Board is ultimately responsible for assigned property and enforcement of the policy.

Fixed Assets to be Capitalized:

a. have a value of $5,000 or more
b. have a useful life of one year or more
c. must meet the definition of one of the major Asset Classes of Land, Buildings, Building Improvements, Furniture & Fixtures, Equipment, Computers & Software, or Construction-In-Progress (as set forth below)
d. must be of a tangible, distinguishable nature (possess unique physical substance)
e. are not repair parts, component parts or supplies, maintenance or service fees

Asset Classes

Land

Land is real property which generally includes both surface and content of the land. Land includes not only the original contract price, but also such related costs as liens assumed, legal and title fees and surveying. Land acquired through forfeiture is capitalized at the total amount of all tax liens and other claims surrendered (i.e. cost of acquiring ownership and perfecting title). Land acquired through donations is valued at the appraised fair market value at the date of acquisition. Appraisal costs are not capitalized.

Land records should include the parcel number and or the lot, book and tract, as well as an identification of use and location.

Buildings

Buildings are real property consisting of structures erected above or below the ground for the purpose of sheltering persons or property. Building costs include construction and purchase costs and the cost of all fixtures permanently attached and made part of the building. For constructed buildings, costs include contractor payments, in-house labor costs, attorney fees, insurance during construction, architectural fees and similar types of costs.

Building records should include a quantitative and qualitative description of each structure segregating where possible the structure shell from the mechanical, roofing, electrical, plumbing, cafeteria and built-ins. The latter assets may be replaced several times during the life of the structure shell. Segregations of these costs will ease accountability for replacing or improving the component parts and avoid pyramiding the asset valuation.

Building Improvements

Building improvements consist of additions, improvements and replacements made to existing buildings. Building improvements increase the service potential of the building; they expand area, increase safety, improve climate control, extend the useful life of the structure or improve handicapped accessibility with the building. A building improvement must have a significant impact and be a material amount ($2,500 or more) in order to be capitalized. Building improvement costs include construction costs, contractor payments, engineering costs and other costs required to place the improvement in its finished state. Building improvements are capitalized and depreciated separately from buildings.

Furniture & Fixture

Furniture & Fixtures are defined as personal property not attached to land, building or improvements and which remains movable. Costs associated with direct purchase include shipping, site-preparations and installation unless these are nominal. Fixed asset records should include the location, original voucher numbers, and any identifying descriptions (manufacturer's model, serial number, etc.). Examples: standard classroom furniture and office furniture.

Equipment

Equipment is defined as personal property not attached to land, building or improvements and which remains movable. Costs associated with direct purchase include shipping, site-preparations and installation unless these are nominal. Fixed asset records should include the location, original voucher numbers, and any identifying descriptions (manufacturer's model, serial number, etc.). Examples: business machines, compressors, power tools.

Computers & Software

Computers & Software are defined as personal property not attached to land, building or improvements and which remains movable. Costs associated with direct purchase include shipping, site-preparations and installation unless these are nominal. Fixed asset records should include the location, original voucher numbers, and any identifying descriptions (manufacturer's model, serial number, etc.).

Construction-In-Progress

Construction in progress is used for the temporary segregation and accounting of expenditures related to the construction or improvement of capital assets. Expenditures include construction costs, including costs held for retainage, architect, engineer and permit fees, equipment in storage, interest costs applicable to the period of construction and other costs required to finish the project. Construction in Progress should not be depreciated and should be shown separately on the Balance Sheet with other non-depreciable assets such as land and permanent land improvements.

Used Equipment

When the Board acquires used equipment the following requirements must be adhered to:

1. The invoice must specify "Used" as appropriate.
2. The acquisition cost, as noted on the invoice, will determine original cost-value.
3. For determining useful life, one-half of a similar new asset useful life will be used.

Federal Program Property

All acquisitions of federal property must be placed into the Board's inventory, consistent with the above capitalization requirements. In addition, all federal property must be appropriately tagged with the grant name and year, ex: "Title I FY2002".

Publications detailing Capital Asset federal grant regulations:

OMB Circular A-87
OMB Circular A-102
OMB Circular A-110
OMB Circular A-21

Depreciation

Depreciation is required for the Board's capital assets. Depreciation is calculated using the Straight-Line Method. The Board calculates depreciation on all capital assets reported in the Board's financial statements other than land, permanent improvements to land and construction-in-progress.

Pro-Rate convention states that fixed assets are acquired throughout an accounting period and, likewise are disposed of throughout an accounting period. The decision as to when depreciation begins or ends is as follows:

Depreciation commences in the month of acquisition and the Book Value is removed in the year of disposal.

The "Book Value" is the original cost less accumulated depreciation.

Useful Lives

Useful lives of fixed assets are expressed in terms of the probable years of service. The Board has established the following categories of useful lives for its capital assets:

Land Improvements	10 years
Buildings & Additions	20 years
Building Improvements	20 years
Furniture, Fixtures, and Equipment	5 years
Computers	3 years
Software	3 years

Fixed Asset System Maintenance

1. Initial identification of qualified fixed assets.
2. Maintaining the data records as required.
3. Assignment of actual cost, useful life and other required information.
4. Determining Book Value for authorized sale items.
5. Initiating the annual physical inventory process.

Management Company Responsibilities

The Board has delegated to the management company the following responsibilities:

1. Ensuring all disposition forms are processed as required in a timely manner.
2. Ensuring that, where necessary, proper reporting of stolen items is communicated.
3. Ensuring an accurate annual inventory be conducted and reported.

Physical Inventory of Fixed Assets

A periodic physical inventory of fixed assets is necessary for accountability and control. The inventory confirms or refutes the reliability of the property management system.

The inventory taking process is initiated by the Board to:

1. Confirm and validate fixed asset records and/or
2. Comply with legal, auditing/reporting and insurance requirements.

Inventories should take place on a periodic basis (preferably near the fiscal year end), especially for furniture, fixture and equipment characterized as movable.

The actual comparison is the responsibility of the management company. The management company will forward the completed report and a copy of the inventory to the Board for final review and comparison semi-annually.

If a comparison indicates a problem exists or is beginning to develop, additional steps should be taken. These steps may include strengthening current controls to insure all purchases and disposals are recorded, tracking assets not on the listed location to determine if they are improperly recorded elsewhere, retraining inventory takers and/or departments to adhere to fixed asset policies, etc. It is important to follow up on any problem identified to insure it has been corrected.

Tagging of Assets

The Management Company shall be responsible for the placement of tags identifying proper Board ownership of all assets purchased at a cost in excess of $5,000.

State and Federal Funding

RESOLVED, that the Board of Directors authorizes WHLS of Ohio, LLC or affiliate to prepare and submit grant applications on its behalf for all state and federal programs for which it is eligible including the following:

Title I (all sections)
Title II-A
Title II-D
Title III LEP
Title IV-A
Title V
IDEA-B
E-Tech Ohio Professional Development Grants
Ohio Department of Education Entry Year Teacher's Program

FURTHER, BE IT RESOLVED, that the Board of Directors appoints WHLS of Ohio, LLC or affiliate as its authorized representative for the purpose of grant submissions and subsequent administration. These grants will be managed in concert with the Board's designated Treasurer who must approve grant submissions as part of this process.

Summary of Title Programs

Title I - Part A: Improving the Academic Achievement of the Disadvantaged.

Schoolwide Programs

An LEA (Local Educational Agency) may use Title I, Part A, funds together with other federal, state, and local funds to upgrade a school's entire educational program. A school that implements a schoolwide program must serve an attendance area in which at least 40 percent of the children are from low-income families or at least 40 percent of the children enrolled in the school are from low-income families. Title I, Part A, Section 1114, contains requirements.

Targeted Assistance

Targeted assistance services are provided to a select group of children - those identified as failing, or most at risk of failing, to meet the State Board of Education standards - rather than for overall school improvement, as in schoolwide programs.

The goal of a targeted assistance school is the same as a schoolwide program - to improve teaching and learning to enable Part A participants to meet the State Board of Education standards that all children are expected to master. In Ohio, Title-eligible schools are initially identified and funded as targeted assisted programs. After the first year of Title-eligibility, schools at or above the 40% low-income enrollment threshold may initiate a year-long research-based school reform process involving parental and community participation toward converting to a schoolwide program.

Eligibility

A major difference between schoolwide program schools and targeted assistance schools is the requirement that the latter may use Title I, Part A funds only for programs that provide services to eligible children identified as having the greatest need for special assistance.

Title II-A – Improving Teacher Quality funds are used for required activities of recruiting, hiring, retaining, professionally developing or advancing teachers. Priorities for the use of these funds are for those schools that have the lowest proportion of highly education teachers (HQT), have the largest class size or are identified for School Improvement under Title 1.

Title II-D – Enhancing Education through Technology –Twenty-five percent (25%) of Title II-D funds must be used for professional development in technology. The rest may be used for technology literacy, technology to support school reform, data analysis and management or performance measurement systems.

Title III LEP- Language Instruction for Limited English – Proficient and Immigrant Students funds must be used to increase the English Proficiency of LEP students and provide professional development.

Title IV-A – Safe and Drug-Free Schools and Communities became part of the NCLB Act of 2001. Funds may be used for programs or activities that prevent violence in and around schools, prevent illegal use of alcohol, tobacco, and drugs; that involve parents and communities in efforts to foster a safe and drug-free learning environment that supports student learning. It is a formula grant that targets resources where they are needed most – based on the relative amount received under Part A of Title 1 for the preceding year (60%) and based on enrollments (40%). The Ohio Department of Education will no longer fund D.A.R.E. programs as part of Title IV funding. D.A.R.E. does not meet the federal requirement set down for principles of effectiveness which states "Programs or activities must be based on scientifically based research demonstrating that the program to be used will reduce violence and illegal drug use."

Title V – Innovative Programs funds must be used for innovative programs which include Title II (Highly Qualified Teachers) professional development, materials and technology related to reform, dropout prevention, gifted programs, and community schools, among others.

IDEA-B – Individuals with Disabilities Education Improvement – funds are allocated to local education agencies (LEAs) to be used only to pay the excess cost of providing special education and related services to children with disabilities ages 3-21. These funds are to be used to supplement state, local and other federal funds and not to supplant those funds.

Summary of eTech Ohio Professional Development Grants

eTech Ohio was created in July 2005 (*151 v H 66)* to merge the technology functions and support provided by the Ohio Educational Telecommunications Network Commission (OET) and the Ohio SchoolNet Commission (OSNC). The 13-member eTech Ohio Commission

includes nine voting members, comprised of the Director of the Office of Information Technology, the Superintendent of Public Instruction, and the Chancellor of the Board of Regents, or their designees, and six private citizens - four appointed by the Governor and two appointed by the President of the Senate and the Speaker of the House. Non-voting members include two House appointees (one each from the minority and majority parties) and two appointed by the Senate (one each from the minority and majority parties).

Ohio public schools, joint vocational schools, educational services centers, the Ohio School for the Blind, the Ohio School for the Deaf, the Ohio Department of Youth Services and community schools that have been in operation and serving students for at least one school year are eligible for eTech Professional Development Grants.

eTech Ohio's Professional Development Grant program provides funding to assist Ohio educational entities in making available instructional technology professional development that will provide teachers with the knowledge and skills needed to use instructional technology as a powerful teaching and learning tool and will provide administrators with the knowledge and skills needed to advance the adoption and effective use of educational technology in Ohio schools.

Summary of the Ohio Department of Education Entry-Year Teacher Program.

Ohio's Entry-Year Teacher Program provides direct assistance to Ohio's beginning teachers. Teachers, counselors and principals who are new to their professions are subject to entry-year programs that strengthen and monitor their performance and progress. Beginning July 1, 2002, school districts, chartered community schools, and chartered non-public schools have been required to provide a formal, structured program of support, including mentoring, to all entry year teachers and principals. (Ohio Administrative Code 3301-24-04).

Each year the Ohio Department of Education makes available to school districts, chartered community schools, and chartered non-public schools an allocation of funds to help support Entry-Year Teacher support programs.

Reference:
OAC 3301-24-04

Part III:
ODE Financial Form and Budgets

1. School Profile FY2012
2. Current Five Year Forecast
3. Board Approved FY12 Budget (Spending Plan)
4. Vendor Information Form
5. W-9
6. Direct Deposit Authorization Form

CENTER FOR SCHOOL OPTIONS and FINANCE
SOES Profile Form - FY 2012

School Name: Garfield Academy IRN#: 012668

School Phone: 330-454-3128 School Fax: 330-454-3145

Resident District where school is located: Canton ~~Local~~ City School District

Name of Financial Contact/SOES Administrator: Angela Neeley	Fiscal Officer
Financial Contact/SOES Administrator's E-mail address:Angela.Neeley@Whitehatmgmt.com	
Financial Contact/SOES Administrator's Phone: 330-252-8893	
Financial Contact/SOES Administrator's Fax: 330-252-8893	

**This individual should be the person responsible for the accuracy of the financial data as reported. This individual will also have the responsibility of maintaining the user accounts for the school in the SOES.*

SCHOOL YEAR – FISCAL YEAR 2012 (July1, 2011-June 30, 2012)

Please Circle Reporting Units: **Days** (**Hours X**)

Total Number of Days or Hours in the School Year (Total Annual Membership Units):1020

Number of Days School is in Session (Number of Instructional Days): 170

Number of Instructional Hours Per Day:6

First Day of School Year: 8/23/2011 Last Day of School Year:5/23/2012

Kindergarten Program:	☐	Do not offer	☐	Half-Day Program	☒ Full-Day Program

Wendy Rydarowicz
Print Name - School Administrator

Wendy Rydarowicz
Signature - School Administrator

Superintendent
Title

Sponsor Organization: Buckeye Community Hope Foundation

Peggy Young
Print Name - Sponsor Representative

Peggy Young
Signature - Sponsor Representative

6/14/11
Date

By signing this document you attest to the fact that you have authorized the modifications and the information submitted is accurate.

FAX TO (614) 466-8700, Attention: SOES

FIVE YEAR FORECAST

Revised 10/6/2010
IRN No.

Mahoning

Garfield Academy

Statement of Receipt, Disbursements, and Changes in Fund Cash Balances
For the Fiscal Years Ended June 30, 2012 through 2016

	Fiscal Year 2012	Fiscal Year 2013	Fiscal Year 2014	Fiscal Year 2015	Fiscal Year 2016
Operating Receipts					
State Foundation Payments (3110, 3211)	$1,837,500	$1,874,250	$1,911,735	$1,949,970	$1,988,969
Charges for Services (1500)	0	0	0	0	0
Fees (1600, 1700)	0	0	0	0	0
Other (1830, 1840, 1850, 1860, 1870, 1890)	0	0	0	0	0
Total Operating Receipts	1,837,500	1,874,250	1,911,735	1,949,970	1,988,969
Operating Disbursements					
100 Salaries and Wages	0	0	0	0	0
200 Employee Retirement and Insurance Benefits	0	0	0	0	0
400 Purchased Services	2,226,004	2,270,524	2,315,935	2,362,253	2,409,498
500 Supplies and Materials	0	0	0	0	0
600 Capital Outlay -New	0	0	0	0	0
700 Capital Outlay - Replacement	0	0	0	0	0
800 Other	0	0	0	0	0
Total Operating Disbursements	2,226,004	2,270,524	2,315,935	2,362,253	2,409,498
Excess of Operating Receipts Over (Under) Operating Disbursements	(388,504)	(396,274)	(404,200)	(412,284)	(420,529)
Nonoperating Receipts/(Disbursements)					
Federal Grants (all 4000 except fund 532)	395,229	403,134	411,196	419,420	427,809
Federal Fiscal Stabilization/Ed Jobs Grant	0	xxxxxx	xxxxxx	xxxxxx	xxxxxx
State Grants (3200, except 3211)	0	0	0	0	0
Donations (1820)	0	0	0	0	0
Interest Income (1400)	100	101	102	103	104
Debt Proceeds (1900)	0	0	0	0	0
Debt Principal Retirement	0	0	0	0	0
Interest and Fiscal Charges	0	0	0	0	0
Transfers - In	0	0	0	0	0
Transfers - Out	0	0	0	0	0
Total Nonoperating Revenues/(Expenses)	395,329	403,235	411,298	419,523	427,913

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FIVE YEAR FORECAST

	Fiscal Year 2012	Fiscal Year 2013	Fiscal Year 2014	Fiscal Year 2015	Fiscal Year 2016
Excess of Operating and Nonoperating Receipts Over/(Under) Operating and Nonoperating Disbursements	6,825	6,960	7,099	7,240	7,383
Fund Cash Balance Beginning of Fiscal Year	0	6,825	13,785	20,884	28,124
Fund Cash Balance End of Fiscal Year	$6,825	$13,785	$20,884	$28,124	$35,507

Disclosure Items for State Fiscal Stabilization Funds

Personnel Services SFSF	xxxxxxxxxx	xxxxxxxxxx	xxxxxxxxxx	xxxxxxxxxx	xxxxxxxxxx
Employees Retirement/Insurance Benefits SFSF	xxxxxxxxxx	xxxxxxxxxx	xxxxxxxxxx	xxxxxxxxxx	xxxxxxxxxx
Purchased Services SFSF	xxxxxxxxxx	xxxxxxxxxx	xxxxxxxxxx	xxxxxxxxxx	xxxxxxxxxx
Supplies and Materials SFSF	xxxxxxxxxx	xxxxxxxxxx	xxxxxxxxxx	xxxxxxxxxx	xxxxxxxxxx
Capital Outlay SFSF	xxxxxxxxxx	xxxxxxxxxx	xxxxxxxxxx	xxxxxxxxxx	xxxxxxxxxx
Total Expenditures - SDFSF	xxxxxxxxxx	xxxxxxxxxx	xxxxxxxxxx	xxxxxxxxxx	xxxxxxxxxx

Assumptions

The budget is based on 250 FTE's for FY2012.
The base per pupil amount used is $5,646.
Beginning with FY2013, revenues and expenses are increased by 2% each year, interest is increased by 1% each year.

ATTACHMENT 9
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Operating Budget
Fiscal Year 2011-2012
Garfield Academy
250
Students

		Original Budget
Operating Revenues:		
State Aid	$	1,837,500
Total Operating Revenue	$	1,837,500
Operating Expenses:		
Purchased Services: Mgt Fees	$	1,745,625
Purchased Services: Grant Programs	$	383,229
Food Service	$	12,000
Sponsorship Fees	$	36,750
Legal	$	8,500
Auditing & Accounting	$	6,500
Insurance	$	2,500
Board of Education	$	30,000
Advertising	$	650
Miscellaneous	$	250
Total Operating Expenses	$	2,226,004
Non-Operating Revenue		
Grants	$	383,229
Food Service	$	12,000
Interest Income	$	100
Total Non-Operating Revenue	$	395,329
Change in Net Assets	$	6,825
Unrestricted Net Assets, July 1, 2011	$	-
Unrestricted Net Assets, June 30, 2012	$	6,825

Per Pupil Expenditure Worksheet

School Name: Garfield Academy

Sponsor:

IRN: County: Stark

FY2012

A. Basic Formula	X	Estimated number of students	=	Formula Total
$ 5,646.00	X	250	=	$ 1,411,500

B. Estimated Revenue from PBA Family Services	=	$ 37,000
C. Estimated Revenues from Special Education Weighted Funds	=	$ 100,000
D. Sum of Estimated FY Annual Revenues	=	$ 1,548,500
E. Total number of Students		250

Total Per Pupil Expenditure = Sum of Estimated FY Annual Revenues/ Total number of Students

Total Per Pupil Expenditure: $ 6,194

VENDOR INFORMATION FORM

All applicable parts of the form must be completed by the vendor and returned to Ohio Shared Services signed.

SECTION 1 – PLEASE SPECIFY TYPE OF ACTION

- [x] NEW (W-9 OR W-8ECI FORM ATTACHED)
- [] ADDITIONAL ADDRESS (PROVIDE COPY OF INVOICE OR LETTER)
- [] CHANGE OF ADDRESS (PROVIDE ADDRESS TO BE REPLACED IN THE COMMENTS BOX ON NEXT PAGE)
- [] CHANGE OF TIN (NEW W-9 AND LETTER OF EXPLANATION OF CHANGE ATTACHED)
- [] CHANGE OF NAME (NEW W-9 AND LETTER OF EXPLANATION OF CHANGE ATTACHED)
- [] CHANGE OF PAYTERMS
- [] CHANGE OF CONTACT
- [] CHANGE OF PO DISPATCH METHOD

SECTION 2 – PLEASE PROVIDE VENDOR INFORMATION

LEGAL BUSINESS NAME: (MUST MATCH W-9 OR W-8ECI FORM)

Garfield Academy, Inc.

BUSINESS NAME, TRADE NAME, DOING BUSINESS AS: (IF DIFFERENT THAN ABOVE)

Garfield Academy

TAXPAYER ID # (TIN):

45-1258812

BUSINESS ENTITY: NOTE: IF SOLE PROPRIETOR, THE INDIVIDUAL'S NAME MUST APPEAR IN LEGAL BUSINESS NAME

- [] CORPORATION
- [] PARTNERSHIP
- [] SOLE PROPRIETOR
- [x] NON PROFIT
- [] INDIVIDUAL
- [] OTHER (PLEASE EXPLAIN)

INDUSTRY CLASSIFICATION:

- [] STANDARD INDUSTRIAL CLASSIFICATION (SIC) CODE 6 1 1 1 1 0
- [] NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS) CODE

SECTION 3 – PLEASE PROVIDE COMPLETE ADDRESS

ADDRESS:	COUNTY:	
1379 Garfield Avenue SW	Stark	
CITY:	STATE:	ZIP CODE:
Canton	Ohio	44706

SECTION 4 – REMIT TO ADDRESS (IF DIFFERENT THAN ABOVE)

ADDRESS:

CITY: | STATE: | ZIP CODE:

SECTION 5 – CONTACT INFORMATION AND PERSON TO RECEIVE PURCHASE ORDER

NAME: Angela Neeley

WEB SITE:

PHONE: 330-252-8893 | FAX: 330-252-8893 | E-MAIL: aneeley@whitehatmgmt.com

SECTION 6 – IS YOUR BUSINESS CURRENTLY CERTIFIED AS? (PLEASE CHECK)

☐ MBE (MINORITY BUSINESS ENTERPRISE) ☐ EDGE (ENCOURAGING DIVERSITY, GROWTH, & EQUITY) ☐ N/A

SECTION 7 – PAYMENT TERMS (PLEASE CHECK ONE, OTHERWISE NET 30 WILL BE APPLIED BY DEFAULT)

☐ 2/10 NET 30 ☐ NET 30 ☐ NET 45 ☐ NET 60 ☐ NET 90

SECTION 8 – PURCHASE ORDER DISTRIBUTION-OTHER THAN USPS MAIL (INPUT E-MAIL ADDRESS OR FAX # BELOW)

E-MAIL: aneeley@whitehatmgmt.com

FAX: 330-252-8893

SECTION 9 – PLEASE SIGN & DATE

SIGNATURE: Angela M. Neeley | DATE: 3/30/11

SECTION 10 – AGENCY CONTACT INFORMATION

AGENCY NAME:

PHONE NUMBER: | E-MAIL:

COMMENTS:

SUBMIT FORM TO:

Mail: Ohio Shared Services
4310 E. Fifth Ave. Columbus, OH 43219
Fax number: (614) 485-1039
E-mail: vendor@ohio.gov

QUESTIONS? PLEASE CONTACT:

Phone: 1 (877) OHIO - SS1 (1-877-644-6771)
1 (614) 338-4781
E-mail: vendor@ohio.gov

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
Garfield Academy, Inc.

Business name, if different from above
Garfield Academy

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶
☑

☐ Exempt payee

Address (number, street, and apt. or suite no.)
1379 Garfield Avenue SW

Requester's name and address (optional)

City, state, and ZIP code
Canton, OH 44706

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
___ ___ ___

or

Employer identification number
45 1258812

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here — Signature of U.S. person ▶ Angela M. Neeley — Date ▶ 3/30/11

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

Attachment 10

Certificate of Required Liability Insurance Coverage

WHLSO-1 OP ID: TB

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/28/11

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The O'Neill Group 111 High Street Wadsworth, OH 44281 Tom Van Auker, CPCU, ARM, CIC	330-334-1561 330-336-5697	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
		INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED WHLS of Ohio LLC 159 S Main Street Akron, OH 44308		INSURER A : Ohio Casualty Insurance	22659
		INSURER B : General Star National Ins.	
		INSURER C :	
		INSURER D :	
		INSURER E :	
		INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC			CBP9885607	08/01/11	08/01/12	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $	1,000,000 300,000 15,000 1,000,000 2,000,000 2,000,000
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			CBP9885607	08/01/11	08/01/12	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $	1,000,000
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			IUG406135C	08/01/11	08/01/12	EACH OCCURRENCE AGGREGATE	$ $	10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		CBP9885607	08/01/11	08/01/12	WC STATU-TORY LIMITS X OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $	1,000,000 1,000,000 1,000,000
A	Property			CBP9885607	08/01/11	08/01/12	Blanket Bldg & PP		36,689,476

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Additional Insured: BHA Canton LLC DBA Garfield Academy, Garfield Academy Inc., 1379 Garfield Avenue SW, Canton, OH, 44706, the Governing Board, its employees and Buckeye Community Hope Foundation.

CERTIFICATE HOLDER

BUCK-06

Buckeye Community
Hope Foundation
3021 E. Dublin-Granville Rd.
Columbus, OH 43231

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

T. Van Auker

ATTACHMENT 10
PAGE 1

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ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/18/11

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The O'Neill Group 111 High Street Wadsworth, OH 44281 Tom Van Auker, CPCU, ARM, CIC	330-334-1561 330-336-5697	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
INSURED Garfield Academy Inc. 159 S. Main St. Akron, OH		INSURER(S) AFFORDING COVERAGE INSURER A: National Union Fire Insurance INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	NAIC #

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	☐ ☐ CLAIMS-MADE ☐ OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						☐ WC STATU-TORY LIMITS ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N/A						E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	School Leaders Errors & Omissions			01-957-05-08	06/15/11	06/15/12		1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

Master Certificate

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

T. Van Auker

ATTACHMENT 10
PAGE 2

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Attachment 11

Closing Procedures

Ohio Department of Education ... Policy and Guidance

Community Schools Guidance Document #2011-3
Effective Date: Ongoing
Updated: March 9, 2011

Community School Closing Procedures

Objective

To assure that procedures are in place and are used by a community school governing authority and sponsor when the school permanently closes and ceases operation, and shall include at least procedures for data reporting to the department, handling of student records, distribution of assets, and other matters related to ceasing operation of the school.

Policy

Sponsors must provide and execute a plan for an orderly winding-up of a community school's affairs upon a permanent closure of a community school, preferably prior to the school closing its doors. A school is officially closed when instruction is no longer taking place. Sponsors and a representative of the governing board are required to complete and sign the *Assurance to ODE Form* attached to this guidance letter. The role of the sponsor in this process is to assure that the governing authority of the community school has taken required actions to properly address closing issues and/or to take those actions itself if the governing authority is no longer able or functioning. Inasmuch as a plan for school closure is a required part of the school's contract with the sponsor, final preparations as part of that plan should be in place prior to the last day students are in attendance.

Guidance

This guidance letter provides an easy-to-use *Assurance to ODE Form*. By completing this assurance, sponsors attest that proper notifications have occurred, records have been properly distributed, assets have been properly disposed with dates recorded in the cells indicated, and that a final FTE review and the final state audit has been or will be scheduled within 30 days of the closure of the school. The sponsor shall be in touch with the Auditor of State to request that the final audit is scheduled so that this timeline can be met.

There are four sections that comprise the community school sponsor Assurance to ODE Form. These sections, *Initial Notifications*, *Student Records and School Records*; *Disposition of Assets;* and *Preparation of Itemized Financials,* are to be completed as soon as practicable after the closure of the school. In the event that refunds are generated at a later date, the Sponsor shall follow the instructions in Part IV and complete the section *Final Payments and Adjustments*.

Sponsors must collaborate with ODE in assuring that the final FTE review and final state audit are scheduled within 30 days of closure of the school. Sponsors must also sign the assurance form and submit it to the Office of Community Schools. In those circumstances where certain parts of the assurances cannot be completed due to conditions that impede the submission of complete assurances, the sponsor shall notify the Office of Community Schools and arrange for a supplement of the assurances to be turned in at a later date.

Records

As more fully described in this guidance, sponsors are required to secure all school records that are needed by the Ohio Department of Education, U. S. Department of Education, Ohio Auditor of State and other interested entitites in order to close the school as well as generate a final FTE review and final audit. Records generally describe particular information that is maintained and kept for the proper administration of the school, and includes student, staff, and administrative/financial information.

Student records, normally found in permanent record folders that are necessary for these reviews and audits, include attendance records that detail enrollment and attendance history; grades and grade levels achieved; transcripts, particularly for students enrolled in grades 9-12 and for graduates of the school; proof of residency documents that identify a student's home district; two (2) SOES reports, one with names and SSID numbers, and one with SSID numbers only; special education folders; and other such information that may be maintained and kept in a student permanent record folder.

Staff records, including employment agreement or contract; salary and benefits information; attendance and leave information; employee licenses; LPDC status and record of continuing education; and other such information that may be maintained in an employee record folder.

Administrative/financial records, including lease or rental agreement; deed if property is owned; inventories of furniture and equipment, including purchase price, source of funds for payment, date purchased, and property tag number; bank and financial reports, including all financial statements created by the fiscal officer; bank statements and checks; schedule of unpaid debt detailing amount, vendor and date of obligation; invoices, receipts, vouchers, and purchase orders that detail expenditures, grant records, including detail of federal and state grant awards and final expenditure reports, contracts; and other such information that may be maintained to serve as the administrative/financial records for the school.

All such records are to be secured by the sponsor prior to closing and shall be maintained until such time as detailed under records retention requirements. In the case of student records, see in particular the procedures detailed in Initial Notifications, Student Records and School Records on the Assurance Form.

References

Ohio Revised Code (ORC) 3314.015 "(E): The department shall adopt procedures for use by a community school governing authority and sponsor when the school permanently closes and ceases operation, which shall include at least procedures for data reporting to the department,

handling of student records, distribution of assets in accordance with section 3314.074 of the Revised Code, and other matters related to ceasing operation of the school."

Attachments

Assurance to ODE Form

Assurances Documents – Submit To

Office of Community Schools
Ohio Department of Education
25 South Front St., Mail Stop 307
Columbus, Ohio 43215-4183
(614) 752-5551 (Fax) (614) 466-8506

Ohio | Department of Education

Assurance to ODE Form

I. Initial Notifications, Student Records and School Records	
Completion Date	**Mandatory Task**
	To the extent that the school governing authority is unable or unwilling to execute its responsibilities in effecting an orderly closure of the school, the sponsor shall assume part or all of such tasks as are hereinafter described.
	Notify ODE that the school is closing and send the board resolution or sponsor notice within 24 hours of the action. The school is closed when instruction of students has ceased.
	Notify the Ohio State Teachers Retirement System and School Employees Retirement System.
	The sponsor shall take control of and secure all school records, property and assets immediately when the school closes:
	1. Student records shall be put into order and transcript materials produced immediately;
	2. A final FTE review shall be requested while student records are on site at the closed school and original student records shall be retained for the final state audit;
This section is awaiting clarification of the need by AOS to have original student records in place for examination.	3. Copies of student records shall be provided by the school's Chief Administrative Officer to all resident districts within seven business days of closure of the school as defined in section 3314.44 of the revised code; original records shall be sent by the sponsor to resident districts upon completion of the final state audit. In the interim, sponsors retain original records until completion of the audit.
	4. Special education records shall be provided directly to receiving school special education administrators for all students with disabilities, particularly for students with physical needs or low incidence disabilities.
	In concert with the governing authority, notify the school's staff of the decision to close the school:
	1. Provide a clear written timeline of the closing process;
	2. Ensure that STRS and SERS contributions are current;
	3. Clarify COBRA benefits and when medical benefits end;
	4. Remind the faculty of their obligation to teach up to the date of closing or otherwise determine that the school is properly staffed

	up to the time of closing;
	5. Ensure that each faculty's LPDC information is current and available to the teachers;
	6. Provide sponsor contact person information to all staff.

II. Disposition of Assets	
Disposition Process	
Completion Date	**Mandatory Task**
	To the extent that the school governing authority is unable or unwilling to execute its responsibilities in effecting an orderly closure of the school, the sponsor shall assume part or all of such tasks as are hereinafter described.
	If the governing authority does not retain a treasurer to oversee the remaining financial activity, the sponsor, as may be provided for in the community school contract with the governing authority, shall act as or appoint a receiver to oversee the closing of the financial records in the absence of a treasurer.
	Keep State and Federal assets separated for purposes of disposition. Federal dollars cannot be used to pay state liabilities. Account for all school property throughout the closing process by distinguishing state from federal dollars:
	1. Review the financial records of the school;
	a. Establish the fair market (initial and amortized) value via fixed assets policy, for all fixed assets;
	b. Establish check off list of purchasers with proper USAS codes, state codes, the price of each item and identify the source of funds;
	c. Identify staff who will have legal authority for payment processes (e.g. checks, cash, credit cards, etc.);
	d. Establish disposition plan for any remaining items;
	e. Identify any State Facilities Commission guarantees.
	Prepare documentation for disposition of the school's fixed assets:
	1. Consistent with section 3314.051, offer **real property** acquired

	from a public school district to that school district's board first at fair market value. If the district board does not accept the offer within 60 days, dispose of the property in another lawful manner below.
	2. For Federal Title and other consolidated and competitive funds, follow EDGAR liquidation procedures in 34 CFR 80.32 including disposition for items valued at $5,000 or greater;

II. Disposition of Assets, *continued*	
Completion Date	**Mandatory Task**
	3. Public Charter School Program. PCSP assets must first be offered to other community schools with requisite board resolutions consistent with the purpose of the PCSP. If there are no takers, then an auction sale must be held to dispose of the assets along with the state funded assets:
	a. Notify Office of Community Schools, then public media (print media, radio) of the date and location of any property disposition auction;
	b. Follow EDGAR liquidation procedures in 34 CFR 80.32 for items valued at $5,000 or greater;
	c. Provide board resolutions and minutes of any assets transfered at no cost to another school;
	e. Provide OCS with a written report of the property, and if available, a bill of sale;
	f. After the above steps have been taken, any remaining assets may be offered to any public school district with documented board resolutions by the community school and the accepting district.
	4. National School Lunch Program. Cafeteria equipment purchased with funds from the National School Lunch Program can only be liquidated through written guidance issued by the Office of Safety, Health and Nutrition. Contact OSHN prior to proceeding with any liquidition of equipment.
	5. Technology. Return to eTech (formerly Ohio SchoolNet) hardware and software acquired with eTech grants.
	Utilize only state dollars, auction proceeds, foundation dollars and any other **non-federal** dollars to pay the following in order: *[See Note 1 Below]*
	1. STRS/SERS/retirement systems and other adjustments, including Medicare, Workers Compensation, and city wage taxes. If

	applicable, provide documentation of any Workers Compensation claims.
	2. Teachers and staff;
	3. Private creditors or those entities that have secured a judgment against the school, including audit preparation and audit costs (prepared financials); [*See Note 2 Below*].
	4. Any remaining funds shall be forwarded to ODE for redistribution to resident school districts consistent with ORC 3314.074 (A)
	5. If the assets of the school are insufficient to pay all persons or entities to whom compensation is owed, the prioritization of the distribution of the assets to individual persons or entities within each class of payees may be determined by decree of a court in accordance section 3314.074 and Chapter 1702 of the Ohio Revised Code.
	NOTE 1: Federal dollars can be used to pay the teacher costs and STRS/SERS/retirement costs for any employees who were paid from federal funds when the school was open. NOTE 2: Audit preparation costs can be paid from federal funds under certain conditions. Contact the Office of Grants Management for specific guidance before applying any costs against federal funds to support audit costs.

III. Preparation of Itemized Financials	
Completion Date	**Mandatory Task**
	To the extent that the school fiscal officer is unable or unwilling to perform his/her responsibilities in effecting an orderly closure of the school, the sponsor shall assume part or all of such tasks as are hereinafter described.
	Review and prepare the following itemized financials:
	1. Year-end financial statements, notes to the financial statements and if applicable schedule of federal awards;
	2. A cash analysis (taking the previous month's recap and reconciliation of bank accounts to books) for determination of the cash balance as of the closing date);
	3. Compile bank statements for the year;
	4. List of investments in paper hard copy format
	5. List of all payables and indicate when a check to pay the liability clears the bank;
	6. List all unused checks (collect and void all unused checks);
	7. List of any petty cash;
	8. List of bank accounts, closing the accounts once all transactions

	are cleared;
	9. List of all payroll reports including taxes, retirement or adjustments on employee contract.
	10. List of all accounts receivable.
	11. List of assets and their disposition.
	12. Final FTE audit information.
	Arrange for and establish a date for the Auditor of State to perform a financial closeout audit.

IV. Final Payments and Adjustments

Completion Date	Mandatory Task
	To the extent that the school fiscal officer is unable or unwilling to perform his/her responsibilities in effecting an orderly closure of the school, the sponsor shall assume part or all of such tasks as are hereinafter described.
	The sponsor shall continually monitor the condition of the closed school and be prepared to receive or transmit funds on behalf of the school as directed by an appropriate agency. Receipt of funds can happen more than a year after a school's closure, and the sponsor must be agile in serving as the recipient of such funds and adjustments.
	1. Receive any funds or adjustments credited to the account of the closed school.
	2. Determine if any portion of any funds or adjustments can be applied to satisfy any remaining debt;
	3. Send all or the remaining portion to the Ohio Department of Education, Office of Policy and Payments, for final disposition.

The sponsor and school governing authority representative identified below have completed the above school closing assurances.

School Name: _____

Sponsor Name: _____

Sponsor Representative: _____ Date: _____

Governing Authority Representative _____ Date: _____

Please submit to:

Office of Community Schools
25 South Front St., Mail Stop 307
Columbus, Ohio 43215-4183
(614) 752-5551 (Fax) (614) 466-8506

Attachment 12

Management Agreements, if appropriate

MANAGEMENT AGREEMENT

THIS MANAGEMENT AGREEMENT ("Agreement") is entered into effective as of this —— day of March, 2011, by and between BHA Canton, LLC, a Nevada limited liability company (the "Operator") and Garfield Academy Inc., an Ohio not-for-profit corporation (the "Corporation"), which is governed by its Board of Directors (the "Board").

WITNESSETH:

WHEREAS, the Corporation is organized as an Ohio nonprofit corporation under Chapter 1702 of the Ohio Revised Code and the Corporation has entered and into a Community School Contract dated _____, 2011 (the "School Contract") with Buckeye Community Hope Foundation (the "Sponsor"), pursuant to which the Corporation is authorized to operate a community school under Chapter 3314 of the Ohio Revised Code (the "School").

WHEREAS, the Operator has developed an educational model which it utilizes to manage and operate a unique group of schools called "Brighten Heights and HOPE Academy" as more fully described in Exhibit A attached hereto and incorporated herein by reference (together with any future improvements, alterations or refinements thereto, the "Model"), and provides management services to community or charter schools throughout the State of Ohio and in other states, including educational, managerial, financial and other consulting services.

WHEREAS, the Corporation desires the Operator to provide such requisite management, educational, financial and other consulting services necessary to operate a community school all in accordance with the School Contract;

WHEREAS, the Operator desires to provide the aforementioned services and other expertise referenced herein;

WHEREAS the Corporation desires to contract with the Operator to provide the services and functions detailed herein, the Board agrees to evaluate the Company's performance utilizing a "how well" analysis instead of a "how will" analysis. Said analysis shall be mutually agreeable to both parties and must be permissible by law; and

WHEREAS the Operator desires to be evaluated on the aforementioned standard.

NOW, THEREFORE, in consideration of their mutual promises and covenants, and intending to be legally bound hereby, the parties hereto agree as follows:

1. Term. This Agreement shall have an initial term of four (4) five (5) years, commencing on March 10, 2011, and ending on June 30, 2015, unless sooner terminated as provided for herein. Thereafter, this Agreement shall automatically renew for two successive five (5) year terms unless one party notifies the other party not less than six (6) months prior to the expiration of the then current term of its intention not to renew this Agreement. In the event that the School Contract is terminated or not renewed for any reason and no similar contract is obtained from the Sponsor or another authorized sponsor, this Agreement shall terminate at the completion of the then-current school year.

2. **The School Contract.** The Corporation shall be responsible for its own corporate governance and operation in accordance with applicable law. In order to assist the Corporation in carrying out the terms of the School Contract, the Corporation hereby contracts with the Operator to provide the Model and any and all functions, equipment, supplies, facilities, services and labor relating to the provision of education, management and day-to-day operation of the School as provided for herein.

In providing services required by this Agreement, the Operator must observe and comply with all applicable federal, state and local statutes, and the requirement that the Corporation qualify as a "public benefit corporation" as defined in R.C. § 1702.01(P). The Operator shall be responsible and accountable to the Board for the administration, operation and performance of the School in accordance with the School Contract, except for the Corporation's accounting, financial reporting and audit functions which will be performed by the designated fiscal officer hired by the Corporation at its own expense at a rate not to exceed industry standard amounts as agreed upon by the Operator and the Corporation. If the Corporation appoints the Operator as its designated fiscal officer, the Operator shall provide such accounting, financial reporting and audit functions for no additional cost or fee. The Corporation shall not amend the School Contract in a manner which would materially affect the responsibilities and obligations between the Operator and the Corporation during the term of this Agreement without the Operator's approval.

3. **Management Services.** The School further contracts with the Operator, to the extent permitted by law, to provide the functions outlined below relating to the provision of educational services and the operation of the School. The Operator will provide the School the following services:

(a) **Objectives for Academic Progress.** The Operator shall report academic progress consistent with the provisions of the School Contract to the Board annually with regular updates provided at Board meetings if so requested by the Board.

(b) **Curriculum Development.**

(i) The Operator shall provide and select all curricula. The Operator shall provide curriculum that is aligned with the state standards applicable to the School, and shall monitor and continuously assess the curriculum and standardized testing procedures.

(ii) The Operator shall evaluate and assess the School's accountability system on an annual basis. The Operator may from time to time redefine, modify and/or replace curriculum models and testing procedures.

(iii) The Operator shall annually identify its gifted education and special education plans to the Board consistent with the provisions of the School Contract and shall report to the Board at regular meetings and seek the Board's approval of any material changes or modifications to the programs.

(c) **Staffing of School Level Positions and Professional Development.**

(i) The School Administrator and teachers are employees of the Operator, and as such, the Operator shall make all decisions regarding hiring, termination, staffing composition, training, and professional development, except that the Corporation may at its discretion appoint a Director or a Board Committee to work with the Operator in the hiring process for the selection of the School Admistrator, including being present during interviews. The Operator has final approval and authority to make a determination as to the appropriate Administrator.

(ii) The Operator shall establish and maintain on a continuous basis such teacher development programs to define teacher qualifications and performance requirements as the Operator deems appropriate. The Operator shall similarly implement a professional development program aimed at improving the effectiveness of each teacher's ability to help students' learning, in general.

(iii) The Operator shall coordinate ongoing teacher training with respect to technology; and shall provide training in its methods, curriculum, and programs on a regular and continuous basis.

(iv) Non-instructional personnel shall receive such training as the Operator determines to be reasonably necessary from time to time.

(d) **School Facility and Facility Management.**

(i) The Operator will provide a facility for the School. The Operator intends for the School to initially be located at 1379 Garfield Avenue, SW Canton, Ohio, 44706 or such other facility as shall be selected by the Operator. During the term of this Agreement, the School Facility shall be used only to carry out the terms and conditions of the School Contract, educational purposes not inconsistent with the School Contract and other uses which do not violate the School Contract, do not conflict with applicable laws, and do not conflict or interfere with the operation of the School or the safety and security of the School and its students.

(ii) The Operator shall be responsible for maintenance, custodial and security services for the School Facility.

(iii) The Operator shall be responsible for making reasonable improvements to the School Facility as needed for the School's operation, safety, health and welfare of the School's students. All upkeep and improvements shall be made in accordance with applicable law and reasonable Sponsor mandates. Said improvements shall be made in a timely and reasonable manner.

(iv) Upon the recommendation of the Operator and subject to approval by the Board, which approval shall not be unreasonably withheld, the Operator may increase or decrease the size of the School Facility or move the School Facility to another location by leasing or purchasing a suitable facility for the School's operations as defined by State and Federal Law and in compliance with the School Contract..

(v) In the event the School Facility or any portion thereof is determined to be or becomes unsafe or otherwise unsuitable for the School's operations to the extent that use thereof must cease immediately, the Operator may relocate some or all of the School operations to another suitable location on a temporary or permanent basis, as required by the circumstances, without first obtaining the Board's approval under (iv) above. The Operator shall notify the Board and the Sponsor immediately in the event of any such relocation and shall, in a timely fashion, provide the Board and the Sponsor with reasonable proof that the alternate location is a suitable facility for the School's operations as defined in the School Contract.

(vi) The Operator shall annually report on changes in the location, physical facility layout and capital improvements involved with the School Facility.

(e) **Equipment, Technology, and Operational Support Services.**

(i) The Corporation shall make all furniture, computers, equipment, and other personal property currently owned or hereafter acquired by it for use in the operation of the School, available to the Operator throughout the term hereof for continued use in the operation of the School. The Operator shall negotiate the terms of the purchase or lease of any additional furniture, computers, software, equipment, and other personal property necessary for the operation of the School. The Operator shall purchase or lease all furniture, computers, software, and other personal property necessary for the operation of the School which is not provided by the Corporation. If equipment is purchased on behalf of the Corporation using funding specifically provided by the Corporation pursuant to Section 7(e)(ii), it will be titled in the Corporation's name instead of the Operator's name. However, in no event shall any of the Continuing Fee or any operational grant funds be used for the purchase of Corporation-titled equipment.

(ii) The Operator shall consummate the purchase or lease of the equipment and from the time of the purchase or lease and at all times thereafter, manage and maintain the equipment in proper working order. The foregoing shall not limit the Operator's ability to sell, scrap or dispose of its own equipment which is obsolete, unneeded, excessive, broken or inoperable as determined by the Operator in its sole discretion.

(iii) The Operator shall provide to the Board as requested, access to the Operator's supply sources (including supply sources of affiliates of the Operator) to obtain centralized purchasing discounts for the School where applicable.

(f) **Management and Management Consulting.** It is the responsibility of the Operator to perform as follows:

(i) Perform all functions pertaining to school operations and day-to-day management of the School, in accordance with the School Contract.

(ii) Provide the Model, curriculum and program development as discussed in this Agreement and the School Contract.

(iii) Perform other consulting and liaison services with governmental and quasi-governmental offices and agencies as are necessary in day-to-day operations of the School or as required by the School Contract;

(iv) Perform advisory services regarding special education and special needs students, programs, processes and reimbursements through the Operator's Special Education Department;

(v) Provide all data information management services, testing, and testing analysis required by law or otherwise deemed necessary or useful by the Operator and provide the same to the Sponsor if required by the School Contract;

(vi) Draft operations manuals, forms (including teacher contracts, applications, enrollment and similar forms), and management procedures, as the same are from time to time developed by the Operator;

(vii) Provide marketing services as described in Exhibit B attached hereto and incorporated herein.

(g) **Student Recruitment.** The Operator shall be responsible for the recruitment and enrollment of students at levels that it determines optimal, subject to the Operator's general recruitment and admission policies. Students shall be recruited and selected in accordance with the procedures set forth in the School Contract and in compliance with all applicable federal, state and local law.

(h) **School Level Policies.** The Operator shall propose and the Board shall adopt reasonable policies applicable to the School, which shall be consistent with this Agreement, Neither party may unilaterally adopt or impose any rules, regulations or procedures, or amendment or supplements to any of the foregoing without the prior written approval of the other party.

(i) **Authority.** The Operator shall have the authority and power necessary to undertake its responsibilities described in this Agreement.

(j) **Subcontractors.** The Operator reserves the right to subcontract services to be provided hereunder without the Board's approval; provided however that Board approval shall be required in the event the aggregate annual cost of any individual service exceeds 50% of the Continuing Fee. The Operator shall be solely responsible for all costs, expenses, and fees associated with such subcontractors.

4. **Purchases with Corporation Funds.** Any property purchased by the Operator on behalf of the Corporation with the Corporation's funds, such as curriculum materials, books and supplies, and equipment which, by the nature of the funding source, must be titled in the Corporation's name will be the property of the Corporation; provided that the Corporation must fund the purchase of such Corporation-titled assets with grants for that specific purpose or from other funds available to the Corporation. In no event shall any of the Continuing Fee, any separate funds belonging to the Operator or any operational grant funds be used for the purchase of Corporation-titled equipment. The Operator shall permanently mark or tag with a number any property owned by the Corporation in accordance with School policy and keep an inventory of said property.

5. **Insurance and School Responsibilities.**

(a) **The Operator.** The Operator shall at its expense, maintain such commercial general liability insurance and other insurance required by the School Contract, except the Directors and Officers insurance, which shall be maintained by the Corporation. The limits of the Operator's primary and umbrella insurance policies shall at all times meet or exceed the requirements set forth in the School Contract. The Operator's policies shall name the Corporation and the other parties mentioned in the School Contract as insureds, or as an additional insureds on an Operator policy. A certificate of insurance evidencing such coverages shall be provided upon reasonable request. All such policies of insurance shall be issued by responsible companies of recognized standing authorized to do business in the State, shall be written in standard form, and shall provide that the policies shall not be cancelable except upon (30) days written notice to the Corporation. Upon the Corporation's request, the Operator shall deliver to the Corporation a copy of such policies and other written confirmation acceptable to Corporation, together with evidence that the insurance premiums have been paid.

(b) **The Corporation.** The Board will be responsible for its directors' and officers' insurance, legal fees for the representation of the Board and general corporate matters, accounting, audit, tax and consulting fees for the School and other expenses approved by the Board.

6. **Budget.**

(a) **Projected Budget.** The fiscal officer shall provide the Board with an annual projected Budget for the Corporation (the "Budget") which shall be submitted prior to the June 30th immediately preceding the next academic year.

(b) **Budget Detail.** The Budget shall be limited to the level of detail required for public auditing purposes.

(c) **Approval.** The Budget shall be prepared by the fiscal officer and submitted to the Board for approval, which approval shall not be unreasonably withheld or delayed. The Budget may be amended from time to time at the recommendation of the

fiscal officer and submitted to the Board for approval, which approval shall not be unreasonably withheld or denied.

7. **Fees.**

(a) **Continuing Fee.** The Corporation shall pay a monthly management, consulting and operation fee (the "Continuing Fee") to the Operator of ninety-six percent (96%) of the Qualified Gross Revenues. As used in this Agreement, "Qualified Gross Revenues" shall mean the revenue per student received by the Corporation from the State pursuant to the Code. Qualified Gross Revenues do not include: student fees, charitable contributions, PTA/PTO income, and other miscellaneous revenue received which shall be retained by the Corporation or PTA/PTO. Federal Title Programs and such other federal, state and local government grant funding designated to compensate the School for the education of its students, including any grants under the American Recovery and Reinvestment Act of 2009 ("Supplemental Revenues") shall be paid to the Operator in full within five (5) business days of receipt of any such Supplemental Revenues by the Corporation. The Continuing Fee shall be paid within five (5) business days of receipt by the Corporation of any Qualified Gross Revenues via electronic funds transfer. The Continuing Fee shall be subject to an annual reconciliation based upon actual enrollment and actual revenue received (including the final month of the term, even though the payment may be made beyond expiration of the term).

(b) **Payment of Costs.** Except as otherwise provided in this Agreement, all costs incurred in providing the Model at the School shall be paid by the Operator. Such costs shall include, but shall not be limited to, compensation of all personnel, curriculum materials, textbooks, library books, computer and other equipment (excluding Corporation-titled equipment), software, supplies, building payments, maintenance, and capital improvements required in providing the Model. As provided in Section 4, all property purchased by Operator shall remain Operator's sole property at all times.

(c) **Grants.** The Operator, in its sole discretion, , may apply for available grants in the name of the School that will provide additional funding to the School, aid the Corporation in fulfilling the terms of the School Contract and/or provide additional services and programs to the students. The Operator will seek prior approval of the Board, and the Board shall not unreasonably withhold or delay approval of any grant application, and shall be deemed to have approved any grant application submitted by the Operator unless it gives specific written objections to the same within ten (10) business days after such submission.

Within five (5) business days following the Corporation's receipt of funds from the applicable funding source the entire amount of such grant funds shall be paid over to the Operator via electronic funds transfer following the presentation of an invoice by the Operator. The Corporation and its designated fiscal officer shall cooperate with the Operator to establish any necessary accounts, authorizations and procedures such that the Corporation shall automatically transfer the funds received from grant funding sources when such funds are immediately available in the Corporation's accounts.

(d) The Board shall cooperate with the Operator to set up and establish necessary accounts and procedures for grant funding. This Section shall survive any

expiration or termination of this Agreement until all payments earned prior to the date of such expiration or termination shall have been paid in full.

(e) **Board Funds.**

(i) The Board shall be responsible for paying its fees to its Sponsor plus its own expenses and legal, insurance, tax and other professional fees out of the portion of Qualified Gross Revenues retained by the Corporation. The costs and fees relating to any annual Audit by the Auditor of the State of Ohio, special or independent audits shall also be paid by the Board out of such retained funds. The Corporation shall be solely responsible for the purchase and operation of equipment deemed necessary or appropriate by the Board for Board operations which are separate from the day-to-day operation of the School.

(ii) Except for the first school year, after deduction of the Continuing Fee and payment of all costs and fees described in (i) above, the Board shall deposit all remaining revenue into a Student Enrichment Fund established by the Board. The Operator shall propose uses for such funds and the Board shall spend such funds for educational services in the areas of student cultural activities; supplemental tutoring services and other programs in accordance with federal and state grant guidelines. Proposals for use of Student Enrichment Funds by the Operator and or the School Administrator shall be submitted in writing to the Board detailing the purpose of the request, and the time frame for use of the funds. Eighty five percent (85%) of all Student Enrichment Funds not spent during the fiscal year in which they are received shall be paid over to the Operator at the end of such fiscal year.

(iii) During the time this Agreement is in effect, the Operator shall pay, which payment shall be treated as an advance by the Operator against future revenues of the Corporation and which shall be evidenced by a loan, any properly incurred Corporation expense under the following terms and conditions: (a) a reasonable estimate of the expense is submitted to the Operator by the Corporation and is approved by the Operator, in writing, prior to the expense being incurred; (b) the Corporation has not received funding from any source for the operation of the School sufficient to pay such expense; and (c) such expenses advanced by the Operator as set forth above, shall be payable by the Corporation, in whole or in part, at such time as the Corporation receives revenue to pay the same and carry a cash surplus in its accounts equal to at least three months of reasonably anticipated operating expenses. Such advance shall be evidenced by a promissory note, security agreement and UCC financing statements acceptable to the Operator and the Corporation. In no event shall any such promissory note provide for recourse against any member of the Board, management of the School or any other third party.

8. Personnel, Training, Compensation, and Additional Programs.

(a) **School Level Personnel.** All personnel necessary to implement the Model shall be employed by the Operator and the Operator shall also have the responsibility and authority to determine staffing levels and salaries, and to select,

evaluate, assign, discipline, transfer and terminate personnel, consistent with the School Contract, state and federal law, and other provisions herein.

(b) **School Administrator.** The Operator will have the authority to select and supervise the School Administrator and to hold him or her accountable for the success of the School. The employment contract with the School Administrator and the duties and compensation of the School Administrator shall be determined by the Operator. The Corporation may at its discretion appoint a Director or a Board Committee to work with the Operator in the hiring process for the selection of the School Admistrator, including being present during interviews. The Operator has final approval and authority to make a determination as to the appropriate Administrator.

(c) **Teachers.** Prior to the commencement of the first school year under this Agreement, and from time to time thereafter, the Operator shall determine the number of teachers and the applicable grade levels and subjects required for the operation of the School. The Operator shall employ teachers who meet all applicable legal requirements and who are qualified in the grade levels and subjects required, as are required by law. The curriculum taught by such teachers shall be the curriculum developed pursuant to Section 3(b) hereof. Such teachers may, at the discretion of the Operator, work at the School on a full or part time basis.

(d) **Support Staff.** Prior to the commencement of the first school year under this Agreement, and from time to time thereafter, the Operator shall determine the number and functions of support staff, qualified in the areas required, as are required for operation of the School and by Ohio Law. Such support staff may, at the discretion of the Operator, work at the School on a full or part time basis.

(e) **Training.** The Operator shall provide training in its methods, curriculum, program, and technology to all teaching personnel on a regular and continuous basis. Non-instructional personnel shall receive such training as the Operator determines as reasonable and necessary under the circumstances.

(f) **Salary and Benefits.** For employees that the Operator provides to the School, the Operator assumes full responsibility and liability for benefits, salaries, worker's compensation, unemployment compensation, and liability insurance.

(g) **Additional Programs.** The services provided by the Operator and the Corporation under this Agreement consist of the educational program during the school year and school day, and for the age and grade level of students as set forth in the School Contract, as such school year, school day, and age and grade level may change from time to time. The Corporation and the Operator may decide to provide such additional programs as may be mutually agreed upon by the Corporation and the Operator. The foregoing shall not prohibit the Operator from offering other educational services at the School Facility outside of school hours; provided the same do not interfere with the operation of the School.

9. **Termination by the Corporation.** The Corporation may, at its option, terminate this Agreement upon the occurrence of any of the following events, however the termination will take effect no earlier than the end of the current fiscal year in which the event occurred:

(a) The School Contract is not renewed by the Sponsor and no similar contract is obtained with the Sponsor or any other authorized sponsor;

(b) The Operator materially fails to comply with a specific and essential material requirement of this Agreement and the Operator does not cure said failure within 30 days of its receipt of written notice from the Corporation, unless the failure cannot be reasonably cured within 30 days, in which case, the Operator shall promptly undertake and continue efforts to cure said failure within a reasonable time. Notwithstanding the foregoing, in the event that a failure shall be such that it creates an imminent danger to the life of students, parents or others, said failure must be cured immediately upon written notice from the Corporation;

(c) The Operator files for bankruptcy or has a bankruptcy suit filed against it which is not dismissed within ninety (90) days, is insolvent, ceases its operations, admits in writing its inability to pay its debts when they become due or appoints a receiver for the benefit of its creditors;

(d) The Operator fails to maintain the insurance coverages as described above;

(e) The Operator's assignment or attempted assignment of this Agreement other than as allowed under Section 23 hereof.

or

(f) The parties mutually agree in writing to terminate the Agreement.

10. Termination by the Operator. The Operator may, at its option, terminate this Agreement upon the occurrence of any of the following events:

(a) The Corporation fails to make any payment of money due to the Operator hereunder within five (5) days of when due;

(b) If any academic year results in operating deficits, provided that any notice of termination delivered to the Corporation after school opens for education of students for any school year shall not be effective until the end of that academic year;

(c) The Corporation is in material default under any other condition, term or provisions of this Agreement or the School Contract, which default remains uncured for the period of thirty (30) days from the time that the Corporation receives written notice of said default, unless the default cannot be reasonably cured within 30 days, in which case the Corporation shall promptly undertake or continue efforts to cure said material default within a reasonable time;

(d) Any adverse and material change in local, state or federal funding for the Corporation's students; provided that any notice of termination delivered to the Corporation based upon an adverse and material change in funding shall be effective when the funding change goes into effect or such later date as designated by the Operator; or

(e) Any Operator facility that is instrumental to the implementation of the Model or the day-to-day operations of the School is inaccessible so that, in the Operator's reasonable discretion, providing maintenance or continuing of School operations would be unfeasible, uneconomical or impractical, provided that notice of termination is delivered by the Operator to the Corporation promptly (within sixty (60) days) after the occurrence of the event(s) giving rise to such right of termination.

In the event that the Corporation or the Operator elects to terminate this Agreement for any of the aforementioned reasons, then the parties shall continue to perform their respective obligations hereunder, notwithstanding such notice of termination, until the end of the then current academic year.

11. Duties Upon Termination. Upon termination of this Agreement for any reason whatsoever, the Corporation shall immediately pay to the Operator and/or any of the Operator's affiliates any moneys owing to such person or entity. Furthermore, the Corporation shall return to the Operator all such material purchased by the Operator pursuant to Section 3 above. The Operator shall assist the Corporation in any transition of management and operations, including, but not limited to: (i) the orderly transition of all student records and the delivery of Board-owned equipment and material (if any) to the Board, (ii) sending notices to students as reasonably requested by the Corporation at the Corporation's cost, and (iii) at the Corporation's option and cost, delivering student records directly to the students. This Section 11 shall survive any expiration or termination of this Agreement.

12. License. The Operator developed and owns proprietary rights to the Model, the Protected Materials, as defined in Section 13 below, and the HOPE Academy, Brighten Heights, and Cathedral Academy tradenames (collectively the "Name"). The Operator hereby grants the Corporation a limited revocable license to use the Model, the Protected Materials and the Name in connection with the School. At such time as this Agreement is terminated or otherwise expires, the license granted herein shall automatically terminate and the Corporation shall: (a) immediately cease use of the Name, the Protected Materials and the Model; (b) if the Corporation chooses to continue doing business it shall immediately change its corporate name to some name other than the Name, which new name shall not consist in any variation or manner of the word or words "HOPE," "Academy," "HOPE Academy," "Brighten Heights," and/or "Garfield Academy," used alone or in any combination; and (c) notify the Sponsor, the Department of Education and any other oversight entity of the name change including, but not limited to, the Secretary of State. This Section 12 shall survive any expiration or termination of this Agreement.

13. Proprietary Rights. The copyrights and intellectual property rights for all methods, documents, curricula and materials developed by the Operator during the course of operating the School (collectively, the "Protected Materials") shall constitute the sole and exclusive property of the Operator, and neither the Corporation, the School nor the Board shall have any right to any of the same either as a "Work Made for Hire" (as such are defined under the U.S. and international copyright laws) or otherwise. The Operator shall exclusively own all United States and international copyrights, trademarks, patents and all other intellectual property rights in said Protected Materials. The Protected Materials may not be used by the Corporation, the School or the Board for any purpose other than strictly within the scope of the license granted under Section 12 above without the prior written consent of the Operator. Immediately upon

termination of this Agreement or the Operator's earlier request, the Corporation, the School and the Board shall deliver all originals and copies of the Protected Materials (regardless of the media on which the same is stored) to the Operator and delete all of the same from all databases and other storage media maintained by the Corporation, the School and the Board. This Section 13 shall survive any expiration or termination of this Agreement.

14. Relationship of the Parties. The parties hereto acknowledge that their relationship is that of each party being viewed as independent contractors. No employee, consultant or compensated individual of either party shall be deemed an employee, consultant, or compensated individual of the other party. Nothing contained herein shall be construed to create a partnership or joint venture between the parties.

15. Confidentiality and Non-Disclosure. Without the prior written consent of the other party, neither party will at any time use for its own benefit or purposes or for the benefit or purposes of any other person, corporation or business organization, entity or enterprise, or disclose in any manner to any person, corporation or business organization, entity or enterprise any trade secret, information, data, know-how or knowledge (including but not limited to curricula information, financial information, marketing information, cost information, vendor information, research, marketing plans, educational concepts and employee information) belonging to, or relating to the affairs of a party to this Agreement ("Protected Party") or that the other party received through its association with the Protected Party, whether received prior to the date hereof or hereafter (collectively, "Confidential Information"), unless: (a) the party can show that such information, data or knowledge was known to it prior to the time its association with the Protected Party began, (b) it can show that any such information, data or knowledge has become generally available to the public otherwise than by a breach of this Agreement by the party, or (c) is subsequently disclosed to the party by a third person or entity which is not prohibited from disclosing same by a contractual, fiduciary or other legal obligation to the Protected Party. The existence of the relationship between the parties and any agreements they have entered into or may hereafter enter into also constitute Confidential Information.

Nothing herein shall be deemed to prohibit the parties from disclosing any Confidential Information which a party becomes legally compelled to disclose. Without limiting the generality of the foregoing, in the event that a party becomes legally compelled (by oral questions, interrogatories, requests for information or documents, subpoena, investigative demand or similar process) to disclose any of the Confidential Information, the party covenants to use its best efforts to provide the Protected Party with prompt written notice (not less than forty-eight (48) hours) so that the Protected Party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. In the event that such protective order or other remedy is not obtained, or that the Protected Party waives compliance with the provisions of this Agreement, the party covenants to furnish only that portion of the Confidential Information which the party is legally required to disclose and will exercise its best efforts to obtain reliable assurance that confidential treatment will be accorded the Confidential Information. Employee information must be reviewed by sponsor. This Section 15 shall survive any expiration or termination of this Agreement.

16. Non-Solicitation. The Corporation hereby agrees that commencing on the date of this Agreement and continuing for a period equal to two (2) years after the termination of this Agreement for any reason, that it will not, and none of its affiliates will directly or indirectly (i)

solicit or actively seek to hire any employee of the Operator, or (ii) solicit any personnel employed by the Operator to terminate his or her relationship with the Operator. This Section 16 shall survive any expiration or termination of this Agreement. The period of time set forth in this Section will be extended by the amount of time that the School engages in activity in violation of this Agreement and while the Operator seeks enforcement of this Agreement.

17. **Limited Third Party Beneficiaries.** The Corporation acknowledges that (a) the Name, some of the components of the Model and some of the Confidential Information referenced in Section 15 above belong to affiliates of the Operator, including without limitation White Hat Management, LLC; White Hat Ventures, LLC; BHA Ohio, LLC; Signal Tree Education, LLC; and WHLS of Ohio, LLC (collectively, "Operator Affiliates"); (b) some of the Protected Materials referenced in Section 13 above may be developed by one or more Operator Affiliates; and (c) some of the employees used in the provision of the Model may be employed by the Operator Affiliates. Accordingly, such Operator Affiliates shall benefit from Sections 13, 14, 15 and 16 above, and the Corporation acknowledges that any Operator Affiliate injured or affected by any breach hereof by the Corporation may enforce this Agreement against the Corporation. Whenever the term "Operator" is used in Sections 12, 13, 14, 15, 16 and 18 of this Agreement, such use shall be deemed to refer to the Operator and all Operator Affiliates collectively. Subject to this section, this Agreement and the provisions hereof are for the exclusive benefit of the Parties hereto and their affiliates and not for the benefit of any third person, nor shall this Agreement be deemed to confer or have conferred any rights, express or implied, upon any other third person. This Section 17 shall survive any expiration or termination of this Agreement.

18. **Injunctive Relief / Dispute Resolution.**

(a) **Injunctive Relief.** The Corporation acknowledges that the covenants set forth in Sections 12, 13, 15, and 16 above are reasonable and necessary to protect the Operator and its business. If the Corporation engages in any activity in violation of the provisions hereof, the Operator shall, in addition to any other remedies available to it, be entitled to an injunction by any competent court of equity enjoining and restraining the School from continuance of such activity.

(b) **Arbitration.**

(i) Except as otherwise provided in this Section 18, any and all disputes arising under this Agreement shall be determined by binding arbitration to be conducted as set forth in this Section and shall be generally in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The judgment upon the award rendered in any arbitration hereunder shall be final and binding on both parties hereto.

(ii) All disputes subject to this Section shall be raised by notice to the other party, which notice shall state with particularity the nature of the dispute and the demand for relief, making specific reference by article number and title to the provisions of this Agreement alleged to have given rise to the dispute.

(iii) All disputes subject to this Section shall be heard by a panel of three (3) arbitrators (the "Arbitration Panel"), each of which shall be a member of the

American Arbitration Association or another arbitration service, and which Arbitration Panel shall be selected as follows: (a) the Corporation and the Operator shall each promptly (within fourteen (14) days after close of the pleadings) select one (1) neutral arbitrator and promptly notify the other party of said selection. Within five (5) days thereafter the party not selecting said arbitrator may object to and thus remove such arbitrator, one time in its sole discretion and thereafter for cause; and (b) the two (2) arbitrators selected by the parties shall select a third arbitrator to complete the Arbitration Panel. The arbitration proceedings shall take place at a mutually acceptable location in Akron, Ohio within sixty (60) days after the selection of the Arbitration Panel.

(iv) The need for and scope of formal discovery will be determined by agreement of the parties or, if the parties are unable to agree, the Arbitration Panel. The Arbitration Panel will render its opinion/award within thirty (30) days from the date of the hearing. The Arbitration Panel's award will be written and may include findings of fact and conclusions of law. In the event of a formal hearing, each party shall only be allowed a maximum of eight (8) hours to present evidence and/or witnesses.

(v) All costs of the Arbitration and the Arbitration Panel shall be borne equally by both parties.

(vi) Notwithstanding anything else in this Agreement, claims for monies due, for services rendered, costs, grants funds and/or expenses due, may at either party's option, be brought separately in a court of competent jurisdiction or pursued in Arbitration as set forth above. In the event a party pursues claims for monies due in court, all other disputes herein shall be subject to binding arbitration. This Section 18 shall survive any expiration or termination of this Agreement. Such actions for moneys due may be brought without terminating this Agreement.

19. Notices. Any notices to be provided hereunder shall be provided to the Sponsor within 10 days and given in writing with by personal service, mailing the same by United States certified mail, return receipt requested, and postage prepaid, facsimile (provided a copy is sent by one of the other permitted methods of notice), or a nationally recognized overnight carrier, addressed as follows:

If to the Operator, to:

Chief Legal Officer
159 South Main Street
600 Key Building
Akron, Ohio 44308
Attn: President
Facsimile: (330) 762-5037

With a copy to:

John F. Martin
Brennan, Manna & Diamond, LLC
75 East Market Street
Akron, Ohio 44308
Phone: (330) 253-5060
Facsimile: 330-253-1977

If to the Corporation, to: 1379 Garfield Avenue Southwest
Canton, OH 44706.
Attn: Board President

With a copy to: Amy E. Goodson
1872 5th Street
Cuyahoga Falls, Ohio 44221
Phone: (330)962-6776
Fax: (330)923-8122

20. Severability. The invalidity or unenforceability of any provision or clause hereof shall in no way affect the validity or enforceability of any other clause or provision hereof.

21. Waiver and Delay. No waiver or delay of any provision of this Agreement at any time will be deemed a waiver of any other provision of this Agreement at such time or will be deemed a waiver of such provision at any other time.

22. Governing Law and Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio and jurisdiction is proper in the County in which the School is situated.

23. Assignment; Binding Agreement. Neither party shall assign this Agreement without the written consent of the other party, which consent shall not be unreasonably withheld or delayed; provided, however, that the Operator may assign this Agreement to a similarly situated and qualified affiliate without the consent of the Corporation so long as an assignment would not invalidate the School Contract. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

24. Independent Activity. All of the parties to this Agreement understand that Operator's business is to operate and manage charter schools throughout the State. As such, the parties agree that Operator and its affiliates, may operate other charter schools in multiple states including the State of Ohio.

25. Representations and Warranties of the Operator. The Operator hereby represents and warrants to the School as follows:

(a) The Operator is duly organized, validly existing, and in good standing under the laws of the State of Nevada and has the authority to carry on its business as now being conducted and the authority to execute, deliver, and perform this Agreement.

(b) The Operator has taken all actions necessary to authorize the execution, delivery, and performance of this Agreement, and this Agreement is a valid and binding obligation of the Operator enforceable against it in accordance with its terms, except as may be limited by federal and state laws affecting the rights of creditors generally, and except as may be limited by legal or equitable remedies.

(c) The Operator has made, obtained, and performed all registrations, filings, approvals, authorizations, consents, licenses, or examinations required by any government or governmental authority, domestic or foreign, in order to execute, deliver and perform its obligations under this Agreement.

(d) The Operator has the financial ability to perform all of its duties and obligations under this Agreement.

26. Indemnification of the Parties. The Corporation and the Operator (herein referred to as "Party" and/or "Parties") shall indemnify and hold harmless each other and its members, directors, employees, officers and affiliates from any and all claims, demands, actions, suits, causes of action, obligations, losses, costs, expenses, attorney fees, damages, judgments, orders, and liabilities of whatever kind or nature in law, equity or otherwise, arising from any of the following:

(a) A failure of the Party or any of its officers, trustees, directors, or employees to perform any duty, responsibility or obligation imposed by law or by this Agreement or the School Contract; and

(b) An action or omission by the Party or any of its officers, trustees, directors, employees, successors, agents or contractors that results in injury, death or loss to person or property, breach of contract, or violation of statutory law or common law (state or federal).

27. Force Majeure. In the event that the Operator shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of fire or other casualty, acts of God, strike, lockout, labor trouble, inability to procure services or materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war or other reason of a like nature not the fault of the Operator, then such performance shall be excused for the period of the delay and the period for such performance shall be extended for a period equivalent to the period of such delay. The provisions of this Section shall not operate to excuse the Corporation from prompt payment of any amounts required by the terms of this Agreement.

28. Amendment. This Agreement may not be modified or amended except by a writing signed by each party hereto.

29. Counterparts. This Agreement may be executed in several counterparts, with each counterpart deemed to be an original document and with all counterparts deemed to be one and the same instrument.

30. Captions. Paragraph captions are used herein for references only and are not intended, nor shall they be used, in interpreting this instrument.

31. Integration / Entire Agreement. This Agreement (together with the documents referred to herein) contains the entire agreement between the parties and supersedes all prior agreements between the parties, if any, written or oral, with respect to the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have set their hands by and through their duly authorized officers as of the date first above written.

CORPORATION:

By: Jack Calhoun
Its: President

OPERATOR:

By: Thomas M Barrow
Its: CEO

Attachment 13

Consulting Agreements, if appropriate

Attachment 14

Table of Organization
Organizational Narrative

Table of Organization
Organizational Narrative

Name of Organization: White Hat Management

Contact Person: Rodd Coker

Vice President of Business Development

159 S. Main St.

Suite 600

Akron, Ohio 44308

Phone: (330) 607-2177

Fax: (330) 252-8908

Rodd.coker@whitehatmgmt.com

The Board has elected to partner with a White Hat Management, LLC entity (hereafter "White Hat" or "ESP") to provide the initial financial, administrative and operational resources necessary to successfully open a community school in the State of Ohio. White Hat is able to provide the initial capital outlay for the School's facilities, equipment and technology. Therefore, the Board will not be solely reliant on the availability of charitable contributions or federal and state grants. As such, prospective students will enter the School as envisioned, with all available equipment, technology, software and curricular materials necessary to accomplish the School's mission. Through the ESP partnership, the Board can help ensure that the School is indeed an epicenter where student resources are aligned and connected.

White Hat will manage the day-to-day operations of the School, including facilities management, equipment, purchasing, technology, operational support services (including execution of the educational model), human resources and training, grant management, and financial reporting and compliance. To meet these operational responsibilities, White Hat employs a team of professionals including accountants, auditors, industry experts, and attorneys who ensure that its' schools are compliant with statutory and contract requirements, fiscally sound, and functioning properly.

The Board's goal will be to ensure that the School engenders public confidence that citizens' money is being well spent. This is one reason why the proposed Board selected White Hat to assist with the financial operations of the School. White Hat-managed Schools have continually met sponsor and state auditor requirements. This is an indication that White Hat implements sound fiscal policies and internal controls, adheres to the requirements of community school agreements and other contracts, and complies with all applicable federal, state, and local laws and regulations.

Ohio schools managed by White Hat where the ESP performed financial officer services were the first community schools to receive the prestigious Certificate of Achievement for Excellence in Financial Reporting ("CAFR") from the Government Finance Officers Association of the United States and Canada. The CAFR is a designation that the annual financial reports prepared by White Hat for those schools achieved the highest standards in government accounting and financial reporting.

As set forth above, the School will ultimately be governed by the Board and then operated by the ESP and School staff. The ESP will report directly to the Board. The ESP will be accountable for providing sufficient, timely and accurate information to the Board on financial operations, effectiveness of internal controls, facility and capital improvements, and compliance with other aspects of the management agreement between the Board and ESP.

Financial Arrangements with Management Company

As previously stated, the School will contract with White Hat Management, LLC or one of its affiliates (collectively referred to as "WHM"). The proposed Management Agreement is provided as Attachment I.

The contract will require the School to remit 95% of the school's qualified gross revenue (except charitable grants) and 100% of all grant funding. In return, WHM will provide all costs (100%) incurred in providing the educational program and day-to-day operation of the school. Such costs shall include, but not be limited to, required staffing, educational programs, technology, advertising, insurance, facility rent and improvements, occupancy costs, training, supplies, books, capital expenditures and other educational and day-to-day management related items. In addition, WHM will assume all financial risks associated with the day-to-day operations of the School and will hold reserves necessary to cover these risks. The School and the Board will bear no responsibility for these financial risks and as such will never face the possibility of not being able to meet its obligations financially.

The School's Governing Board takes its responsibility of insuring that the school is accountable for every level (financial and academic) very seriously and has given great consideration to its decision to hire its management company and transfer 95% of its revenue to that entity. While the management company does retain 95% of the state funding, it is also responsible for 100% of the start-up, development and day-to-day operational expenses of the school. The management company is also responsible for spending all the up-front capital required to renovate or develop any school facility, hire and train school staff and purchase or lease requisite school equipment prior to the first day of school and prior to any per pupil funding being received. These upfront costs typically exceed a million dollars and are completely borne by the management company. Accordingly, having this arrangement with the management company prevents the Board from the necessity of entering into any loans or having to rely on substantial charitable donations to open, both of which can be extremely difficult to get for any start-up entity with no operating history and without personal guarantees of any School Board member. We believe the strong processes of the management company, illustrated by their past fiscal and educational success provide a great starting point, and shows that the management company can play a key role in overall financial and educational accountability that is satisfactory to the state and local over sight entities such as the state auditor's office, the department of education and the sponsoring district.

Under the terms of the Management Agreement with the School, the Education Service Provider (WHM) indemnifies the School and members of its Board against any liability, obligation, or costs resulting from any unforeseen revenue deficits or other contingency, such as less than anticipated enrollment. Additionally, the company has agreed to accommodate the School for its expenses in the absence of any revenues from planned funding sources. The financial risk associated with operating the School is placed solely on the ESP.

As part of this contract, the Board will retain an agreed-upon percentage of 5% of the School's qualified gross revenue, regardless of the financial performance of the School. The Board will have no responsibility for any of the capital or operating costs of the School; the percentage of revenue retained by the Board is intended to cover solely the expenses of operating the Board including, but not limited to, legal fees, Directors and Officers insurance, meeting costs, accounting, audit and banking fees for the Board's activities, public notice fees and other incidental expenses the Board may incur. Furthermore, the ESP will advance the funds necessary to meet the Board's financial obligations in the absence of per pupil revenue or other related revenue sources. WHM will forego any repayment of this advance until such time as the operating proceeds of the School permit repayment without detriment to the School or the board.

It is expected that the School would be able to survive if the ESP contract were terminated because the School would continue to receive 100% of the revenue with no further percentage being remitted to the ESP.

Adding to the economic and operational strength of the School is the fact that the Education Service Provider, WHM, LLC, provides a full complement of educational management and School operations services. Such services include, but are not limited to, general operations management, board relations, facilities management, human resources management, financial reporting and compliance, purchasing and procurement, education services, technology support and marketing and communications.

Following is a brief description of each or the departmental services provided to the School on a continuous basis:

Board Relations

Provides support and assistance with all Board and Authorizer matters, including, but not limited to, scheduling of Board/Authorizer meetings, preparation, and distribution of all Board/Authorizer documentation. The Board Relations staff is responsible for working with Board Counsel to maintain non-profit corporate documentation as well as information, minutes, and public notices for Board meetings. The Board Relations department assists with School reporting and various communications between the individual Board Members, the management company, legal counsel and the Authorizer.

Facilities Management

Provides extensive research and demographic analysis of potential School sites, lease negotiations, landlord communications, and management of School construction and permits required to open and operate the School. Once the School is open, the Facilities group will be responsible for the daily operation and maintenance of the School facility.

Human Resources

Human Resources is responsible for a wide array of personnel services for all School employees. These include:

- ***Recruiting*** – Opportunities to develop a rewarding, satisfying professional life and career.
- ***Staffing*** – Provides School with organizational charts, job descriptions and staffing level requirements to aid in the hiring and organizing of new employees. The Human Resources staff also consults with current employees about employment questions and concerns.
- ***Professional Development*** – Develops, provides, and monitors on-going professional development initiatives for all School employees.
- ***Policies and Procedures*** – The School will receive complete personnel policies and procedures handbooks prepared by leading professionals in the employment law field. These handbooks help the School comply with the very latest state and federal laws, and are specifically tailored to meet the needs of today's modern educational environment.
- ***Benefits*** – Provides a full complement of benefits services to employees. We have been able to leverage our growing employee base to negotiate excellent health care benefits for all School and corporate employees at a fraction of the normal cost.

Financial Reporting and Compliance

Maintains all financial records in accordance with State of Ohio policies. This will include:

- Complete School accounting services (payables, payroll, general ledger).
- Preparation of all financial statements.
- Ensuring compliance with state budget and reporting requirements.
- Creating and monitoring budgets.
- Auditing internal records and assisting with audit preparation.
- Procuring computers, supplies, software and other items at significant discounts by leveraging our ability to reduce costs by consolidating purchasing activities.
- Insurance and risk management services.

Grants Management

The Grants Management group will assist the School with government program administration. The Schools have typically received entitlement funds under the Elementary and Secondary Education Act (ESEA) as revised under the No Child Left Behind Act (NCLBA). They will also help to prepare other state and federal educational grant applications as needed. Such service will include the following specific funding-related services:

- Researching, writing and submitting federal and state grant proposals.
- Securing entitlement funds under the Elementary and Secondary Education Act (ESEA) – Title I, Title IIA, Title IID, Title IV and Title V.
- Securing federal funding for special education programs under the Individuals with Disabilities Education Act (IDEA).
- Developing and monitoring programs to ensure full compliance with all relevant statutes and regulations.

Educational Services

The Educational Services group provides direct oversight of the educational process, including curriculum alignment, development and evaluation. Specific areas associated with Educational Services include:

- ***Special Education*** – This dedicated team of specialized individuals, who have made a career of special education, will oversee the special education assessment and delivery of a successful program, and will work directly with the Local School District and the Charter School Institute special education services team to provide a successful and compliant program.
- ***Testing and Analysis*** – Provides administration and oversight to the standardized testing process, including the collection, analysis and dissemination of all test related data. Such analysis provides insight into curriculum evaluation and instructional improvement.
- ***Family Education Services*** – Provides the oversight for the social support services available to all students, family and faculty members. Reviews and develops partnerships with external social agencies, and develops community outreach programs.

Technology Support

Provides the overall technical assistance for hardware and software support at the School, and relevant training to the employees. They also maintain and monitor the secure environment of the technology infrastructure of the School. As part of technology support, a staff of engineers and technicians, who are actively certified in an around-the-clock "help desk" that prides itself in being able to respond and rectify order tickets within a twenty-four hour timeframe.

Marketing and Communications

This group assists the School in developing a detailed public relations and marketing campaign. They provide market research and analysis for developing strategies for current advertising markets and media including print, broadcast and interactive media. The graphics department develops and produces School-related pamphlets, brochures and other various printed materials.

In order to ensure that an "arm's length performance-based relationship exists between the governing board and the ESP, the Board will receive various reports on performance of the School containing data regarding: enrollment, attendance, academic performance, financials (including but not limited to, balance sheets, income statements, budget reports, etc.), parent/student satisfaction, withdrawals, suspensions, and dismissals. When provided with this data, it will be possible for the Board to assess the performance of the School under the management of the Education Service Provider.

ESP History and Experience

As stated above, the School plans to contract daily operational management with White Hat Management, LLC, a complete Education Service Provider ("ESP"), and/or its affiliated companies. White Hat Management ("ESP" or "WHM") offers a full complement of education management and school operation services, including general operations management, human resources, financial reporting, student data, and reporting to state education authorities for 12 K-8 Schools in Ohio.

The foundation of the ESP's remarkable success is the impressive collective experience, expertise and educational background of WHM personnel. WHM provides its clients with a

wealth of resources attributable to their diverse and competent workforce. WHM serves its clients so as to ensure that the schools are receiving the most up-to-date educational services available. This ongoing research, monitoring and management of resources directly result in our students receiving the very best for their educational program. The following are brief summaries of the wealth of education and experience WHM clients benefit from as we serve our students together.

Education & Curriculum

WHM employs personnel who are top in their respective fields. The members of the education team include licensed and certified educators at all academic levels, from BA to PhD. This wealth of experience includes:

- A former state university Department Head
- A certified Superintendent who formerly served a large school district
- An EdD in Curriculum Development
- An M.A. in Education Curriculum & Instruction
- Multiple staff members who are members of the Association of Supervision & Curriculum Development (ASCD)
- Former educators, principals and administrators with varying backgrounds
- Educated and experienced support staff, and
- Licensed Social Workers (Family Advocates) to provide service and support to the child and his/her family.

The WHM education professionals are dedicated to creating and/or recommending curricula based on volumes of research and years of testing, ensuring that all curricula are fully aligned with state and national standards. They are continually re-evaluating teaching methods, especially those which incorporate specially designed electronic curricula that integrates all levels of academic coursework. They also work to provide high-quality professional development opportunities for administrators and teachers.

Special Education

Special education professionals ("Intervention Specialists") employed at WHM are all certified and maintain standards in the schools that comply with all applicable federal and state laws and subscribe to the principles of the "No Child Left Behind Act" 20 USCS § 6301 which ensure the academic success of every child. Special education students are integrated directly into the mainstream classroom, while still receiving necessary modifications, accommodations and/or services to meet special needs.

The Director of Special Education for White Hat managed K-8 schools in Ohio holds a Master's degree in Special Education, is certified in Reading & Learning Disabilities, has taught K-12 and university courses, has served on the State Advisory Board for the Department of Education, and

conducts workshops for the Department of Education Special Education Resource Center. This leadership and expertise results in WHM offering the most current and relevant professional development opportunities and resources for the special education staff at all schools managed by WHM.

Information Technology

In order to support the state-of-the-art computer delivery system and work stations in the Life Skills Centers, WHM provides an IT support staff consisting of IT professionals holding a wide range of certifications including Novell, Groupwise, Microsoft, Cisco, A+ and Canon. The leaders of the team hold degrees in Applied Business, Computer Science, and Business Administration and have sixty (60) years of collective experience. The IT team supports the vast array of systems, networks, voice and data communication hardware and software, and computers and technologies in the schools.

Finance & Funding

In order to support the fiscal operations of the managed schools, WHM employs Certified Public Accountants and Certified School Treasurers. Their Controller is a former Audit Manager for the State Auditor, and their Director of Financial Reporting worked as a Manager for two of the top four CPA firms in the country. To maximize financial resources for their schools, WHM assists charter schools with government program administration. The WHM Grants and Funding team manages numerous grant programs for all of their schools.

Social Work and Family Services

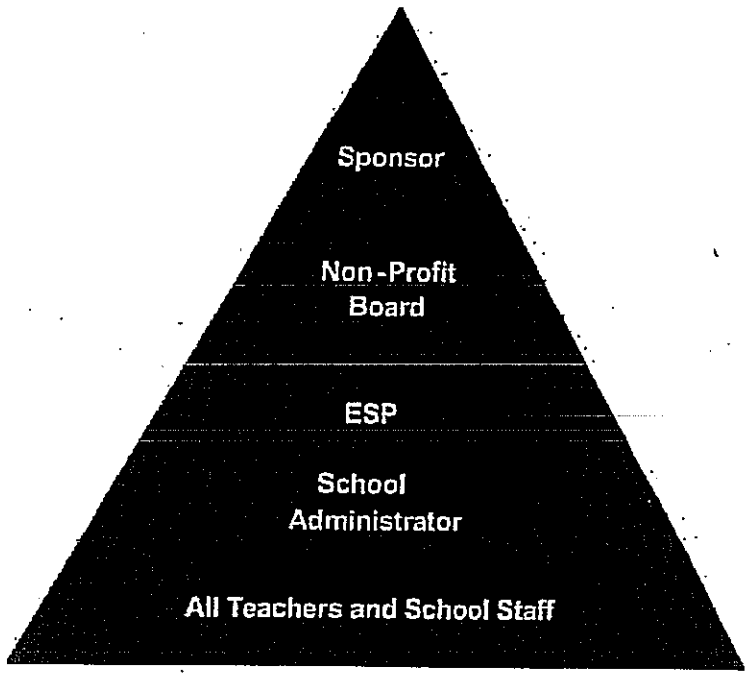
In the area of social work, intervention and family therapy, WHM offers a compassionate, experienced staff serving as the Family Education Services Department (FES or "Family Advocates"). Due to the myriad socioeconomic factors that hinder the success of the at-risk population of students, it is imperative that these issues are resolved and resources are provided for this resolution.

Leadership

White Hat Management was founded on the principle that a quality education is the right of every individual and that it is this education that will allow an individual to reach his/her full potential academically, professionally, vocationally and personally. WHM is served well the Management leadership team as visionaries and pioneers in educational leadership at the corporate web site: www.whitehatmgmt.com.

The entire workforce at White Hat Management is dedicated to the mission of providing a quality education for all students in the schools they service. These passionate individuals use their education, experience and expertise for the sole purpose of serving the School Board, which in turn serves the School, which in turn serves the true clients --- the students.

The School will ultimately be governed by the Board and then operated by the ESP and School staff. This hierarchical relationship is illustrated in the following graph:



The ESP will report directly to the Board. The ESP will be accountable for providing sufficient, timely and accurate information to the Board on financial operations, effectiveness of internal controls, facility and capital improvements, and compliance with other aspects of the management agreement between the Board and ESP.

ATTACHMENT 3

ATTACHMENT

3

CONTRACT
FOR
COMMUNITY SCHOOL

This Contract for Community School ("Contract") is entered into by and between the Ohio Department of Education ("ODE"), an Ohio non-profit corporation (hereinafter, the "Sponsor"), and the governing authority of a community school (its Board of Directors) called Signal Tree Academy Northeast, Inc. (hereinafter, the "Governing Authority"), established as a non-profit corporation under Chapter 1702 of the Ohio Revised Code.

WHEREAS, Ohio law permits the formation and operation of community schools; and

WHEREAS, ODE is an authorized Sponsor by agreement with the State Board of Education; and

WHEREAS, the Governing Authority seeks to commence operation of a start-up community school; and

WHEREAS, Ohio law requires the Governing Authority and the Sponsor to enter into a contract in order to authorize, create, continue and/or operate a community school.

NOW THEREFORE, the Governing Authority and the Sponsor enter into this Contract pursuant to Chapter 3314 of the Ohio Revised Code, subject to the following terms and conditions. All Attachments and Recitals to this Contract are incorporated by reference and made a part of this Contract as essential to it.

A. Operation of Community School. The Governing Authority and the Sponsor agree that the Governing Authority may operate a community school (hereinafter, the "School") as permitted by law, and subject to applicable federal laws, the laws of the State of Ohio, and the terms of this Contract.

B. Community School Obligations. The Governing Authority, for itself and on behalf of the School, covenants and agrees that it is responsible for carrying out the provisions of this Contract as follows:

1. The School shall be established as either of the following: 1) a nonprofit corporation established under Chapter 1702 of the Revised Code, if established prior to April 8, 2003; or 2) a public benefit corporation established under Chapter 102 of the revised Code, if established after April 8, 2003. The School may apply and qualify as a tax-exempt organization under 501(c)(3) of the Internal Revenue Service Code. Should the School so qualify, a copy of its federal tax exempt status determination letter must be forwarded to the Sponsor within (3) three business days of receipt. The Governing Authority shall maintain in good standing the School's status as a non-profit corporation and, if applicable its federal tax exempt status.

2. The School's Certificate of Incorporation, Articles of Incorporation, Appointment of Statutory Agent, Code of Regulations, Taxpayer Employer ID No., and copy of the IRS Tax Determination Letter (if applicable) are attached hereto as ATTACHMENT 4 to this Contract and incorporated herein. Should any of these documents be modified or created subsequent to the execution of this Contract, the School must submit the same to the Sponsor within three (3) business days prior to the effective date of the modified or created document, along with a copy of all documentation supporting the change(s).

3. Except as otherwise permitted by this Contract or the Sponsor, contracts entered into by the School with third parties shall provide for a right to cancel, terminate, or non-renew effective upon the termination of this Contract.

4. The School will comply with the following Sections of the Ohio Revised Code: 9.90, 9.91, 109.65, 121.22, 149.43, 2151.357, 2151.421, 2313.18, 3301.0710, 3301.0711, 3301.0712, 3301.0715, 3313.472, 3313.50, 3313.536, 3313.608, 3313.6012, 3313.6013, 3313.6014, 3313.6015, 3313.643, 3313.648, 3313.66, 3313.661, 3313.662, 3313.666, 3313.667, 3313.67, 3313.671, 3313.672, 3313.673, 3313.69, 3313.71, 3313.716, 3313.718, 3313.719, 3313.80, 3313.801 (unless an internet or computer based school), 3313.814, 3313.816, 3313.817, 3313.86, 3313.96, 3319.073, 3319.22 through 3319.31, 3319.301, 3319.321, 3319.39, 3319.391, 3319.41, 3321.01, 3321.041, 3321.13, 3321.14, 3321.17, 3321.18, 3321.19, 3321.191, 3327.10, 4111.17, 4113.52, and 5705.391. The School will comply with the following Chapters of the Ohio Revised Code as if it were a school district: 117, 1347, 1702, 2744, 3307, 3309, 3314 as newly written or hereafter revised, 3365, 3742, 4112, 4123, 4141, and 4167. The School will comply with Section 3301.0714 of the Ohio Revised Code in the manner specified in Section 3314.17 of the Ohio Revised Code, and the School shall comply with Chapter 102 and Section 2921.42 of the Ohio Revised Code.

5. The School and Governing Authority may carry out any act or ensure the performance of any function that is in compliance with the Ohio Community School Law set forth in Chapter 3314 of the Ohio Revised Code, the United States Constitution, the Ohio Constitution, Federal law, or this Contract.

6. The School is located at Signal Tree Academy Northeast, Inc. Address TBD. If the location has been or will be leased by the Governing Authority, the lease shall not be signed unless it is in accordance with the budget approved by the Sponsor. The Sponsor shall have the right to inspect and approve of the site before the lease is signed by the Governing Authority. Approval of the site shall not be unreasonably withheld provided, however, the Governing Authority must timely comply with Ohio Revised Code § 3314.19 annually as to all matters of assurances required by law, regardless of whether the facility is leased or purchased by the Governing Authority. The lease must contain a governmental fund-out clause if leased by the Governing Authority.

 If the location has been or will be purchased by the Governing Authority, the contract of sale and related documents shall not be signed unless it is in accordance

with the budget approved by the Sponsor. The Sponsor will not be liable for the debts of the School or Governing Authority. The Governing Authority must provide the Sponsor any requested information to assess the adequacy of the facilities.

After lease or purchase, a copy of the lease or conveyance documents and all subsequent amendments, modifications or renewals thereof shall immediately be provided to the Sponsor. The location will not be changed without the prior written consent of the Sponsor, which consent will not be unreasonably withheld. A copy of the lease or deed where the School will be located is contained as ATTACHMENT 5.

It is understood by the Governing Authority that the School may be located in multiple facilities under this Contract only if the limitations on availability of space prohibit serving all the same grade levels specified in this Contract in a single facility. The School shall not offer the same grade level classrooms in more than one facility.

Any facility used for or by the School shall meet all health and safety standards established by law for school buildings. The Governing Authority recognizes the rights of public health and safety officials to inspect the facilities of the School and to order the facilities closed if those officials find that such facilities are not in compliance with health and safety laws and regulations. Copies of all current permits, inspections and/or certificates must be filed with Sponsor.

The Governing Authority shall permit the local board of health access to the School's premises for inspection at any time during the School's operation, as well as to any records or information necessary and not subject to privacy laws; and if required by the local board of health, submit a plan of abatement of conditions at the School determined to be hazardous to occupants.

The Governing Authority recognizes the authority of the Sponsor to suspend the operation of the School under Section 3314.072 of the Ohio Revised Code if the Sponsor has evidence of conditions or violations of law at the School that pose an imminent danger to the health and safety of the School's students and employees.

The Governing Authority understands that in the case where a community school is proposed to be located in a facility owned by a school district or educational service center, the facility may not be used for a community school unless the district or service center board owning the facility enters into an agreement for the community school to utilize the facility.

7. The Governing Authority recognizes that The State Board of Education may assume sponsorship of the School in accordance with Ohio Revised Code § 3314.015.

8. The School shall be authorized to provide learning opportunities for grades K through 12 to a minimum of twenty-five (25) students for a minimum of Nine Hundred Twenty (920) hours per school year. The School will be serving grades K through 8 for the first year of this agreement. The Governing Authority may add grades served up to the grade levels authorized by this Contract with the Sponsor's prior written consent. The Governing Authority must provide the Sponsor with a signed resolution stating the intent of the Governing Authority to add a grade(s) for a subsequent school year. The Governing Authority agrees to be compliant with the maximum number of people allowed per room or per facility as stated on the Certificate(s) of Occupancy provided to the School by the local building department.

9. The School was not a non-public chartered or non-chartered school in existence on January 1, 1997. This representation is material, and if in error, the Sponsor may terminate this Contract. For purposes of this subsection, if the School is new but the faculty and students in 1997 were almost all located at the same non-public chartered or non-chartered school in existence on January 1, 1997, the School will be considered to be a non-public chartered or non-chartered school.

10. The School is nonsectarian in its programs, admissions policies, employment practices, and all other operations, and will not be operated by a sectarian school or religious institution.

11. ATTACHMENT 6, beginning with a Governing Authority roster, includes the names, addresses, and biographical vitae that accurately reflect the experience, education and all other professional information, home and work telephone numbers and email addresses of the current members of the Governing Authority, and a description of the process by which the Governing Authority of the School shall be selected in the future if not included in the Code of Regulations. The Governing Authority shall consist of not fewer than five individuals who are not owners or employees, or immediate relatives of owners or employees of any for-profit firm that operates or manages a school for the Governing Authority. All members of the Governing Authority must be residents of the State of Ohio unless pre-approved by the Sponsor. All Governing Authority Members must pass an appropriate criminal background check, a copy of which shall be submitted to Sponsor prior to appointment. No employee of the School shall be a voting member of the Governing Authority. Employees may serve as advisory committee or other committee members to or for the Governing Authority. The Sponsor shall be promptly notified in writing prior to any proposed changes in members of the Governing Authority, including notice of new members' names, qualifications, biographical vitae, addresses, background checks, and phone numbers. One Member of the Sponsor or its designee shall be invited to and able to participate in the School's Governing Authority meetings at all times. Governing Authority meetings must be held a minimum of 6 regular meetings bi-monthly per year and notice of such regular meetings shall be provided to the Sponsor in writing at least seven (7) days in advance of the meeting. Notice of special meetings must be sent to Sponsor as soon as scheduled and in no case with less than twenty-four (24) hours advance notice and telephone call invitation. The Governing Authority shall invite Sponsor or its designee into executive session unless

discussing pending or imminent litigation against Sponsor or for purposes of discussing this Contract. The Governing Authority must approve a policy stating how it will notify the public of all meetings.

All members of the Governing Authority must attend at least two comprehensive hours of Board training annually. New members are required to attend training within thirty (30) days of appointment. Existing Board members are required to attend Board training a minimum of two (2) hours on an annual basis to remain current in the responsibilities and obligations. The Sponsor reserves the right to require additional training of any member at the Sponsor's reasonable discretion. The School and Governing Authority are obligated to attend training and receive technical assistance at the direction of the Sponsor.

The Governing Authority shall put in place a policy on compensation (or lack thereof) for Governing Authority members pursuant to Ohio Revised Code § 3314.025. The Governing Authority shall have a minimum of five (5) members and shall assure Sponsor that no member serves on more than two Ohio Community School governing authorities simultaneously. All members of the Governing Authority shall disclose on the board roster the number and name of the second community school boards on which they sit, if applicable.

The Governing Authority will report to the Sponsor knowledge of any event or circumstance that may have a material adverse effect on the School in any manner. The Governing Authority will report to the Sponsor knowledge of any litigation or potential litigation against or affecting School within three (3) business days of such knowledge.

12. The Chief Administrative Officer of the School will be the position of Superintendent. At the inception of this Contract, the position will be held by BLANK. Any change in the identity of the Chief Administrative Officer shall be reported immediately in writing to the Sponsor. Sponsor shall have the right to approve any subsequent appointment of a Chief Administrative Officer, which approval shall not be unreasonably withheld.

13. The School shall begin operation not later than September 30th of each school year by teaching the minimum number of students permitted by this Contract, unless the mission of the School is to serve dropouts. In its initial year of operation, if the School fails to open by the thirtieth day of September, and pursuant to Ohio Revised Code § 3314.02(D) if the mission of the School to serve dropouts, the Contract shall be void.

14. The educational program of the School, including the School's mission, goals, innovative instructional methods and the focus of the curriculum are set forth in ATTACHMENT 7 and shall be followed and may not be changed without the written consent of the Sponsor. ATTACHMENT 7 shall include a description of the learning

opportunities that will be offered to students (including both classroom and non-classroom based learning opportunities) that complies with the criteria for student participation in Revised Code § 3314.08(L)(2). The Sponsor hereby authorizes non-classroom based learning opportunities during suspension or expulsion of students pursuant to School policy.

The School will comply with Sections 3313.61, 3313.611, and 3313.614 of the Ohio Revised Code, except that for students who enter ninth grade for the first time before July 1, 2010, the requirement in Sections 3313.61 and 3313.611 of the Ohio Revised Code that a person must successfully complete the curriculum in any high school prior to receiving a high school diploma may be met by completing the curriculum adopted by the Governing Authority of the community school rather than the curriculum specified in Title XXXIII of the Ohio Revised Code or any rules of the state board of education. Beginning with students who enter ninth grade for the first time on or after July 1, 2010, the requirement in Sections 3313.61 and 3313.611 of the Ohio Revised Code that a person must successfully complete the curriculum of a high school prior to receiving a high school diploma shall be met by completing the Ohio core curriculum prescribed in division (C) of Section 3313.603 of the Ohio Revised Code, unless the person qualifies under division (D) or (F) of that section. Each school shall comply with the plan for awarding high school credit based on demonstration of subject area competency, adopted by the state board of education under division (J) of Section 3313.603 of the Ohio Revised Code. ATTACHMENT 7 shall show how the School's curriculum is aligned to the Ohio Content Standards and the Ohio Core Curriculum, if applicable.

15. The School shall timely administer the assessments, which shall include statewide proficiency and achievement tests, at least one nationally-normed assessment approved by the Sponsor, and any other assessments required by law or recommended by the Sponsor now, or from time to time. The Governing Authority shall notify the Sponsor in writing in advance of its intent to change assessment tools. In addition to the required testing, the School must assess and keep initial benchmarks acceptable to Sponsor of all students in order to provide guidance for the Sponsor to review yearly progress. Such assessments and intended benchmarking are identified in ATTACHMENT 7.

 Reports of the results from any nationally-normed tests and statewide achievement tests administered by the School must be presented by the School to the Governing Authority in the next scheduled board meeting immediately after the test results are received by the School.

 The School shall satisfy the performance standards outlined in ATTACHMENT 7 and such other standards required by law or recommended by the Sponsor including the performance standards by which the success of the School will be evaluated by the Sponsor.

The School will comply with Section 3302.04 of the Ohio Revised Code, including division (E) of that section to the extent possible, except that any action required to be taken by a school district pursuant to that section shall be taken by the Sponsor. However, the Sponsor shall not be required to take any action described in division (F) of that section.

The Governing Authority shall develop a plan for intervention of all students not found proficient or not making adequate yearly progress, and submit it to the Sponsor for approval.

16. The Governing Authority shall submit, no later than four (4) months after the end of the school year to the Sponsor and to the parents of all students enrolled in the School, its financial statements and an annual report of its activities and progress in meeting the goals and standards of this Contract, and a statement from Sponsor. The financial statements shall be in such form as is prescribed by the State Auditor.

17. The Governing Authority shall report annually to Sponsor and the State Board of Education on the day set by the State Board of Education all of the reporting requirements as set forth by Chapter 3314 of the Ohio Revised Code, including but not limited to those found in Section 3314.08(B), and shall collect and provide any data that the Sponsor or the State Board of Education requests in furtherance of any study or research that the Ohio General Assembly requires such office to conduct.

18. The Governing Authority shall report to the Sponsor, in writing when requested by the Sponsor, all statistics, including financials, enrollment, staff and teacher turnover, expulsions, suspensions, and shall respond promptly to the Sponsor's inquiries regarding such information or other matters the Sponsor deems important. The Governing Authority shall also report annually in writing to the Sponsor all financial data, structure and operations of the management company as it pertains to the School. The Sponsor shall be allowed to observe the School in operation at site visits and shall have open access for such visits.

19. The admission procedures of the School, characteristics of students, ages and grades of students are set forth in ATTACHMENT 10 and shall be followed and may not be changed without the written consent of the Sponsor. At a minimum, the admission procedures at all times must:

 (a) specify that the School will not discriminate in its admission of students to the School on the basis of gender, race, religion, color, national origin, disabling condition, or sex and will not limit admission to students on the basis of intellectual ability, measures of achievement or aptitude, or athletic ability, except that: (i) there may be single gender Schools offered in comparable facilities with comparable learning opportunities; (ii) a School may simultaneously serve autistic and non-disabled students (Ohio Revised Code § 3314.061); however, unless the School's total capacity has been filled; no student with any disability shall be denied admission on the basis of that

disability. The School shall provide a non-discrimination notice in annual reports, student/parent handbooks, enrollment materials, and marketing materials.

(b) be open to any individual ages 5–22 entitled to attend school pursuant to Ohio Revised Code §§ 3313.64 or 3313.65, except that admissions to the School may be limited to (i) students who have obtained a specific grade level or are within a specific age group; (ii) students who meet a definition of "at-risk" that the parties to this Contract agree upon and/or; (iii) residents of a specific geographic area as defined in this Contract; or (iv) to separate groups of autistic students and non-disabled students, as authorized in Ohio Revised Code § 3314.061 as defined in this Contract. "At-risk" may include those students identified as gifted students under Section 3324.03 of the Ohio Revised Code.

If the number of applicants exceeds the capacity restrictions of subsection B(8) above, then the Governing Authority must give preference to students who reside in the district in which the School is located. Whether or not the Governing Authority has adopted an open-enrollment plan, other preferences may be given in admissions only as allowed by the Ohio Revised Code Section 3314.06(H). Ohio Revised Code Section 3314.06(H) states that if the number of applicants meeting admission criteria exceeds the capacity of the School's programs, classes, grade levels or facilities, then students shall be admitted by lot from all eligible applicants, except preference shall be given to students attending the School the previous year and may be given to eligible siblings of such students, and preference must be given to those students who reside in the district in which the School is located. The Governing Authority agrees to make lottery dates available to the Sponsor at least five (5) days in advance so the Sponsor may attend.

Upon admission of or identification of any disabled student, the School shall comply with federal and state laws regarding the education of disabled students.

The School will not restrict its marketing or recruiting efforts to any particular racial or ethnic group, but will attempt to achieve a balanced enrollment that reflects the community it serves as indicated in ATTACHMENT 7.

Notwithstanding the admissions procedures of this Contract, in the event that the racial composition of the enrollment of the School is in violation of a federal desegregation order, the School shall take any and all corrective measures to comply with the desegregation order.

Governing Authority's admissions and enrollment policy and any open enrollment plan must be included in ATTACHMENT 10. If the Governing Authority adopts a policy regarding open-enrollment, it shall be effective on the earliest date allowed by law. With state-wide enrollment, the Governing Authority includes in ATTACHMENT 10 a plan for inter-district open-enrollment. Such a plan must comply with this Contract, with Section 3314.06 and 3314.061 of the Ohio Revised

Code and with the School's admission policy.

The Governing Authority is not establishing this school as a single gender school or a school with single gender classrooms in separate facilities. Therefore, there will be no duplication of grades in the School's two facilities.

20. Tuition in any form shall not be charged for the enrollment of any student. The School shall not require contributions either from any student eligible to enroll or enrolled in the School or from any parent or guardian of a student who is enrolled or intending to enroll in the School. Nothing in this section shall prevent the charging of reasonable class, book or similar fees approved by the Governing Authority or the School's engaging in voluntary fund-raising activities.

21. The Governing Authority has adopted an attendance policy that includes a procedure for automatically withdrawing (dismissing) a student from the School if the student without legitimate excuse fails to participate in one hundred five consecutive hours of the learning opportunities offered to the student. The policy shall provide for withdrawing the student by the end of the thirtieth day after the student has failed to participate as stated in ATTACHMENT 10.

22. The Governing Authority shall distribute to parents of students upon their enrollment the required statement concerning state-prescribed testing and compulsory attendance laws as prescribed in Ohio Revised Code § 3314.041.

23. The School has adopted a policy regarding suspension, expulsion, removal and permanent exclusion of a student that specifies, among other things, the types of misconduct for which a student may be suspended, expelled or removed and the due process related thereto. See ATTACHMENT 10.

Those policies and practices shall not infringe upon the rights of disabled students as provided by state and federal law and the School must have a separate policy for the discipline, suspension, expulsion, removal or permanent expulsion of disabled students.

24. Unless operations are suspended in accordance with Ohio Revised Code § 3314.072, the School must remain open for students to attend until the end of the school year in which it is determined that the School must close. The programs provided to students in the final year of the School must continue without interruption or reduction unless program changes are approved in writing by the Sponsor. The Sponsor may, but is not obligated to, assume operation of the School under Ohio Revised Code § 3314.073 or replace the Governing Authority, should the Governing Authority abandon or be materially in breach of its duties hereunder or at law.

25. At least one (1) full-time classroom teacher or two (2) part-time classroom teachers each working more than twelve (12) hours per week must work at the School. The full-time classroom teachers and part-time classroom teachers teaching twelve (12) hours per week or more shall be certified in accordance with Sections

3319.22 to 3319.31 of the Ohio Revised Code. The School may employ non-certificated persons to teach up to twelve (12) hours per week pursuant to Section 3319.301 of the Ohio Revised Code to the extent permitted by the "No Child Left Behind Act." The student to full-time equivalent classroom teacher ratio shall be no more than twenty five (25) to one (1). The School may also employ non-teaching employees. No later than sixty (60) days from hire, the School will provide Sponsor with proof of Ohio certification for a sufficient number of teachers to support the stated teacher/student ratio, as well as the credentials and background checks for all staff of the School.

The Governing Board hereby appoints the Sponsor as a representative pursuant to Section 3319.39(D) of the Ohio Revised Code, for purposes of receiving and reviewing the results of criminal records checks performed pursuant to Section 3319.39(A)(1) of the Ohio Revised Code for employees working at the School and authorizes its agent(s) (including educational management organizations) to communicate this information directly to the Sponsor pursuant to this Contract.

All teachers and paraprofessionals shall meet the "highly qualified" standards as applicable and as set out in the law known as "No Child Left Behind" and per standards established by the Ohio Department of Education. The School shall not employ teachers with long-term substitute licenses if the School is designated as a school-wide Title I building per "No Child Left Behind." The School shall not employ teachers with long-term substitute licenses in any instructional capacity if they are paid with Title I funding.

26. Although the Governing Authority may employ teachers and non-teaching employees necessary to carry out its mission and fulfill this Contract, no contract of employment shall extend beyond the date of termination of this Contract.

27. The School may employ or contract with a third party to employ, administer, and/or hire teachers and non-teaching staff necessary to carry out its mission and fulfill this Contract, but no third party contract of employment shall extend beyond the date of termination of this Contract.

28. The School will provide employee health and other benefits as are set out in ATTACHMENT 8. To the extent required by law, the benefits provided by the School must include and are subject to Chapters 3307 and 3309 of the Ohio Revised Code ("STRS" and "SERS") as applicable.

29. The School's financial records will be maintained pursuant to rules of the Auditor of the State of Ohio. The School shall have a designated fiscal officer. The fiscal officer shall be BLANK. If the School's fiscal officer changes, the Governing Authority must notify the Sponsor in writing. The fiscal officer must be bonded if required by the Auditor of the State of Ohio. All money received by the School shall be placed in the custody of the fiscal officer. The School shall meet the requirements and follow the procedures for program and financial audits established from time to time by the Auditor of the State of Ohio and the Ohio Department of Education. The treasurer's

bond (or copy thereof) and proof of required training shall be in the custody of the Sponsor and the Governing Authority at all times as provided in ATTACHMENT 9. A certified copy of the bond must be filed with the county auditor. The School acknowledges that the Sponsor shall approve of all continuing education classes of fiscal agents or officers who are not licensed under Ohio Revised Code §3301.074, which must meet the requirements of Ohio Revised Code § 3314.011.

If the Governing Authority contracts with a third party to provide fiscal services, the agreement must be included in ATTACHMENT 9. Any fiscal services agreement must obligate the Treasurer to assist in all audits and to provide closure and final or special audit services. New agreements or changes to the existing agreement must be provided to the Sponsor not less than ten (10) business days prior to the execution of the contract or amendment.

30. The School agrees to employ ODE-certified student software for the purposes of reporting to the department of education through its Educational Management Information System (EMIS) pursuant to Ohio Revised Code § 3314.17. The Governing Authority is aware that the School is responsible for reporting community school data under Ohio Revised Code § 3301.0714 (EMIS), and that the State of Ohio will impose all sanctions and penalties listed therein, as well as any sponsor-imposed discipline and/or repercussions to licensed individuals.

31. The fiscal year for the School shall be July 1 to June 30.

32. A financial plan detailing an estimated School budget for each fiscal year of this Contract is contained as ATTACHMENT 9. Each year of this Contract, on or before June 30, a revised School budget shall be submitted by the Governing Authority to the Sponsor. The budget must detail estimated revenues and expenses. Revenues include the base formula amount that will be used for purposes of funding calculations under Section 3314.08 of the Ohio Revised Code. All projected and actual revenue sources must be included in the budget and projected expenses must include the total estimated per pupil expenditure amount for each year. Should the School be managed by a third party management company, the Governing Authority must procure from such management company, sufficient data, in accordance with all applicable State and Federal laws rules and regulations and the Auditor of State's Requirements for Community School audit reporting, to allow Sponsor to review revenue and expenses as required or permitted by law. All money received by the School during the period beginning upon execution of this Contract, shall be placed in the custody of the Fiscal Officer of the School, who shall maintain all funds and accounts of the School.

34. The School may borrow money to pay any necessary and actual expenses of the School in anticipation of receipt of any portion of the payments to be received by the School pursuant to the Ohio Revised Code § 3314.08(D). The School may issue notes to evidence such a borrowing. The proceeds from the notes shall be used only for the purposes for which the anticipated receipts may be lawfully expended by the School. See Ohio Revised Code § 3314.08(J)(l)(a). The School may also borrow money for a

term not to exceed fifteen years for the purpose of acquiring facilities pursuant to Ohio Revised Code § 3314.08(J)(l)(b). All borrowing must be documented in a promissory note and copies of all notes must be provided to the Sponsor within ten (10) business days of signing.

35. General liability, errors and omissions, and other miscellaneous insurance coverage (as School policy) at all times will be maintained by the School, for itself, and its employees, in amounts not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) in the aggregate with an excess or umbrella policy extending coverage as broad as primary coverage in an amount no less than two million dollars ($2,000,000). The insurance coverage shall be not only for the School and its employees but also for the Sponsor and Governing Authority as an additional insured. The certificate of insurance is appended hereto as ATTACHMENT 11. The School shall provide evidence of such coverage and the insurer shall notify the Sponsor in writing at least thirty (30) days in advance of any material adverse change to, or cancellation of, such coverage. The Governing Authority shall also maintain directors and officers liability, errors and omissions insurance coverage in an amount not less than one million dollars ($1,000,000) per occurrence.

36. The Governing Authority and School shall defend, indemnify and hold harmless the Sponsor and its board, employees, officers and agents from any and all claims, demands, actions, suits, causes of action, obligations, losses, costs, expenses, attorney fees, damages, judgments, orders and liabilities of whatever kind of nature in law, equity or otherwise, arising from any of the following:

 (a) A failure of the Governing Authority and/or School or any of its officers, trustees, directors, employees, successors, agents or contractors to perform any duty, responsibility or obligation imposed by law or by this Contract; and

 (b) An action or omission by the Governing Authority and/or School or any of its officers, trustees, directors, employees, successors, agents or contractors that result in injury, death or loss to person or property, breach of contract, or violation of statutory law or common law (state and federal), or liabilities of any kind.

 The entering into of this Contract and the oversight of the Sponsor of the School and the Governing Authority pursuant to this Contract shall in no way implicate the Sponsor or render it liable or responsible for the acts or omissions of the Governing Authority or the School, and, the Governing Authority and the School hereby agree to indemnify, and shall defend and hold harmless the Sponsor, for claims, demands, actions, suits, causes of action, losses, costs, expenses, attorney fees, damages, judgments, orders or liabilities of any kind claimed by the School, parents of students, the Governing Authority, or third parties otherwise arising out of or in any way related to the operations of the School.

37. If the Sponsor provides a leave of absence to a person who is thereafter employed by the School, the Governing Authority and School shall defend, indemnify and hold harmless

the Sponsor and its Board members, Superintendents, employees and agents from liability arising out of any action or omission of that person while that person is on such leave or employed by the Governing Authority. Nothing in this subsection, however, obligates this Sponsor to provide such a leave of absence.

38. The Governing Authority and School shall timely comply with all reasonable requests of the Sponsor. Any reasonable request of the Sponsor shall be answered in writing within ten (10) business days and cured within a period of time acceptable to the Sponsor. Failure to do so is grounds for termination of this Contract.

39. The School administrator, or appropriate representative, shall participate regularly in training provided by the Sponsor and/or Ohio Department of Education, and receive technical assistance at the direction of the Sponsor at the Sponsor's expense.

40. The Governing Authority and administration shall cooperate fully with the Sponsor in all activities as required by regulations of the Ohio Department of Education for oversight of the School. This includes, but is not limited to:

 (a) Annual file updates per checklist as set out by the Sponsor.
 (b) An on-site visit prior to opening of each school year and bi-monthly visits during the school year.
 (c) Bi-monthly reviews of financial status.
 (d) Access (read only) to academic and financial data and data systems.
 (e) Other appropriate requests for information from the Sponsor, the Ohio Department of Education or the Auditor of State.

 The Governing Authority recognizes that the Sponsor has a legitimate educational interest in the educational records of the School and thus grants to the Sponsor read-only access to educational records under 20 U.S.C. § 1232g, the Family Rights and Privacy Act ("FERPA"), as necessary for Sponsor to carry out its oversight responsibilities. The Sponsor agrees to comply with FERPA and the regulations promulgated thereunder and warrants that it uses reasonable methods to limit access to only those records in which they have legitimate educational interests and that as required by law the Sponsor will destroy the educational records when no longer needed for the purposes outlined in this Contract, or otherwise needed under state or federal law or any applicable court order. Notwithstanding other indemnification provisions herein, the Sponsor agrees that it is responsible for any and all reasonable costs or damages that result from the Sponsor's failure to comply with FERPA, or the Sponsor's failure to comply with other state and federal laws regarding the privacy of education records.

41. Pursuant to the Ohio Revised Code § 3314.03(C), the Governing Authority shall pay the amount of three percent (3%) of the total state funds received each year, in consideration for the time, organization, oversight, fees and costs of the Sponsor pursuant to this Contract. Pursuant to Ohio Revised Code § 3314.02, such

payments shall be paid based on invoices from the Sponsor. The invoices shall be payable on or before the 30th of the month.

42. The Governing Authority and the Sponsor must meet at least once yearly at a board meeting before the end of the School's fiscal year to review the terms and provisions of this Contract.

43. All criminal background checks (BCI&I/FBI fingerprint and background check information) of teachers, staff or the Governing Authority must be conducted through the "web-check" or another twenty-four (24) hour reporting entity at the expense of the School. The Governing Authority must obtain all personal consents necessary to release copies of the Governing Authority's background checks to the Sponsor.

As stated above herein, the Sponsor is a representative pursuant to Section 3319.39(D) of the Ohio Revised Code, for purposes of receiving and reviewing the results of criminal records checks performed pursuant to Section 3319.39(A)(l) of the Ohio Revised Code for employees working at the School and authorizes its agent(s) (including educational management organizations) to communicate this information directly to the Sponsor pursuant to this Contract.

44. The Governing Authority shall have a Conflict of Interest policy and include a policy in ATTACHMENT 10.

45. The Governing Authority must have a state-approved technology plan within sixty (60) days of execution of this Contract and complete the filing procedures for OhioNet (formally SchoolNet) and E-rate on or before the next applicable deadlines.

A breach of any of the covenants and/or agreements in subparagraphs 1 through 45 above or a breach of any terms of this Contract, including all Attachments to this Contract, shall constitute good cause for termination, suspension or non-renewal of this Contract.

C. Sponsor Obligations. The Sponsor shall provide oversight and guidance to the Governing Authority including, but not limited to, the following:

1. Monitoring the School's compliance with applicable law and the terms of this Contract;

2. Monitoring and evaluating the academic and fiscal performance and the organization and operation of the School;

3. Reporting annually the results of its evaluation to the Department of Education and to parents of students enrolled in the School;

4. Providing reasonable technical assistance to the School in complying with

applicable laws and this Contract provided, however, the Sponsor is not a legal firm so any assistance as to laws should be confirmed by Governing Authority's legal counsel;

5. Intervening as the Sponsor deems necessary in the School's operation to correct problems with overall performance (including but not limited to exercising its right to place the School on probation under Ohio Revised Code § 3314.073 or to non-renew, suspend, or terminate the School under Ohio Revised Code § 3314.07 or § 3314.072 (the Sponsor may, at its sole discretion, require a plan of action from the Governing Authority to cure any issues or violations);

6. Preparing and assisting with contingency plans in the event the School experiences financial difficulties or closes before the end of the school year;

7. Providing in writing the annual assurances for the School to the Ohio Department of Education no less than ten (10) business days prior to the first day of school under Revised Code § 3314.19;

8. Having a representative within fifty (50) miles of the School facility; and

9. Adhering to and complying with the BCHF contract with the Ohio Department of Education even if those provisions affect the School, and the School consents to such obligations of the Sponsor.

10. The School acknowledges the purported obligations of the Sponsor in the Ohio Department of Education's closing guidance and consents to the authority of the Sponsor to carry out those obligations, if needed.

D. Other. The Parties covenant and agree as follows:

1. The Sponsor and the Governing Authority mutually agree that failure to open the School on or before BLANK DATE voids the Contract.

2. The Sponsor, upon request, will assist the Governing Authority in securing such technical assistance and training or services from other entities as may be reasonably necessary.

3. The Governing Authority specifically recognizes and acknowledges the authority of public health and safety officials to inspect and order School facilities closed if not in compliance with health and safety laws and regulations in accordance with Ohio Revised Code Section 3314.03(A)(22)(a).

E. Contract Authorization. Before executing this Contract, all parties must each pass a resolution (by majority vote at an open board meeting of the Sponsor and Governing Authority and memorialized as a Resolution in its minutes) authorizing execution of this Contract and authorizing one or more individuals to execute this Contract for and on

behalf of the party with full authority to bind that party.

F. Probation; Suspension of Operations. The Sponsor may place the School on probation pursuant to Ohio Revised Code §§ 3314.07 and .073. The Sponsor may suspend operations of the School and this Contract pursuant to Ohio Revised Code § 3314.072. The Sponsor may terminate this Contract pursuant to ORC §3314.07. The Department of Education may suspend operations pursuant to Ohio Revised Code § 3314.072 if the Sponsor refuses to do so.

Upon receipt of any Notice of Intent to Suspend, or upon receipt of any notice of closure from any governmental or administrative agency, or upon a vote of voluntary closure by the Governing Authority, the Governing Authority must immediately submit to the Sponsor, a good faith deposit of five thousand dollars ($5,000), so long as payment of such deposit does not violate any community school closing procedures or other laws or contracts. Such deposit shall be used to cover any costs or fees which may be required to facilitate or effectuate closing of the School, including but not limited to: notices to parents, transfer of files, change of locks, securing assets, segregating or selling assets, accounting, legal, or treasurer fees incurred by Sponsor, in any way associated with the termination or closure of the school if it is actually suspended and then terminated and closed. However, payment of such deposit shall not be construed to imply that the Governing Authority consents to all above-listed actions by the Sponsor, insofar as the Governing Authority may have competing legal obligations. The good faith deposit will be returned to the School without interest if not used for these purposes by the Sponsor.

G. Ending the Community School. In the event that this Contract is terminated or not renewed, the operation of the School will cease as a community school and the following requirements and procedures apply regarding the Governing Authority and the School (unless operations continue as a public school of an existing school district):

1. The School may elect to treat employees as laid-off or their positions abolished. Expiring employee contracts may be non-renewed.

2. Upon termination of this Contract, by law or by these Contract provisions, or upon dissolution of the Ohio non-profit corporation which operates the School, all equipment, supplies, real property, books, furniture or other assets of the School, shall be distributed in accordance with Ohio Revised Code §§ 3314.015(E) and 3314.074. The School shall comply with all closing procedures included in ATTACHMENT 12, even if listed as requirements of Sponsor.

H. Dispute Resolution. Other than a dispute falling under paragraph I below concerning termination of this Contract, and for all other disputes regarding either any term of this Contract or any community school issue, the parties shall use the following dispute resolution procedure: The parties shall make initial attempts to resolve any dispute between a designated Board Member of the Sponsor and the

President of the Governing Authority. If those parties cannot resolve the dispute, the matter shall be submitted to a qualified mediator for mediation. The parties will make every attempt to resolve such disputes through mediation and shall equally split all fees or costs of any third party mediator and each party shall assume its own attorney fees.

I. Term. This Contract shall be for an initial term commencing on the date of execution of this Contract, becoming effective on BLANK DATE and ending on BLANK DATE. The Governing Authority's financial obligations under this Contract survive termination, non-renewal and expiration. The Sponsor may choose not to renew the Contract for cause or may choose to suspend operations of the School and this Contract or terminate the Contract at any time for any of the following reasons:

1. Failure to meet student performance requirements stated in this Contract;

2. Failure to meet generally accepted standards of fiscal management;

3. Violation of any provision of this Contract or applicable state or federal law; and

4. Other good cause.

Unless the Sponsor has suspended operations of the School, a termination shall be effective only at the conclusion of the instructional year.

Upon the expiration of this Contract the Sponsor may, with the agreement of the Governing Authority and in accordance with Ohio Revised Code § 3314.03(E) renew the contract for a period of time to be determined by the Sponsor, but not ending earlier than the end of any school year.

At least ninety (90) days prior to the termination or non-renewal of this Contract, the Sponsor shall notify the Governing Authority of the proposed action in writing. Receipt of notice by the President or other member of the Governing Authority of the School if the President cannot be notified with reasonable effort, shall be conclusively deemed to constitute receipt of notice to the Governing Authority. The notice shall include the reasons for the proposed action in detail and the effective date of the non-renewal or termination. The Governing Authority may, within fourteen (14) calendar days of receiving the notice, request in writing an informal hearing before the Sponsor. The informal hearing shall be held within thirty (30) days of the receipt of a request for the hearing. A decision by the Sponsor to terminate this Contract may be appealed only to the State Board of Education. The decision of the State Board of Education shall be final.

J. Management Agreements. All management agreements entered into by the Governing Authority must be provided to the Sponsor not less than ten (10) business days prior to the entering into such management agreements and all

management agreements to which the Governing Authority is currently a party are appended as ATTACHMENT 13. The management agreement must allow the budget to contain provisions for adequate professional fees on the Governing Authority's behalf for any controversies between the Governing Authority and the management company. Any changes to any management agreements must be provided to the Sponsor not less than ten (10) business days prior to such changes. The Governing Authority may apply for Internal Revenue Code Tax Exempt (501(c)(3)) status in the name of the School. If the School is not contracting with a management company and, at some point, deems at its discretion due to mismanagement, ineffective governance, or poor academic performance one is necessary, the sponsor may require the Governing Authority to interview, select and enter into agreement with an educational management organization for such services.

K. Consulting Agreements. All consulting agreements entered into by the School or the Governing Authority must be provided to the Sponsor not less than ten (10) business days prior to the entering into such consulting agreements and all consulting agreements to which the School or the Governing Authority are currently a party are appended as ATTACHMENT 13. Any changes to any consulting agreements must be provided to the Sponsor not less than ten (10) business days prior to such changes.

L. Organizational Structure. The Organizational Structure and management/ administration, employee, Governing Authority relationships must be accurately reflected in an Organization Chart appended as ATTACHMENT 14. Written clarifications that describe working relationships of each entity must also be included. Any modifications to the Organizational Structure, positions and/or modifications (adding removing, altering any positions) must be submitted in written form to the Sponsor prior to implementation.

M. Headings and Attachments. Headings are for the convenience of the parties only. Headings have no substantive meaning. All ATTACHMENTS 1-14 of this Contract are attached hereto and incorporated by reference into this Contract.

N. Assignments and Modifications. Except as otherwise provided herein, this Contract and its terms shall not be assigned or delegated without the written approval of the other party. No modifications to this Contract shall be valid and binding unless signed by both the Sponsor and the Governing Authority and attached to this Contract.

O. Notice. Any notice to one party by the other shall be satisfied upon receipt, and delivered by personal delivery or by certified mail; return receipt requested the following persons and address:

If to Sponsor:

Ohio Dept. of Education c/o BLANK
BLANK ADDRESS

With a copy to:

BLANK

If to Governing Authority or School to:

Signal Tree Academy Northeast, Inc.

BLANK

With a copy to:

BLANK

Notices of change of person or address must be given pursuant to this paragraph O.

P. Expiration of Contract. Upon the expiration of this Contract the Sponsor may, in accordance with Ohio Revised Code § 3314.03(E), renew the Contract.

Q. Severability. If any term, provision or clause of this Contract is unlawful or unenforceable, the parties agree that the remaining provisions and terms of the Contract shall continue to be in full force and effect and the unlawful or unenforceable term, provision or clause shall be removed and replaced in a manner that most nearly conforms to the removed portion and original intent of the parties, in a written modification.

The remainder of this page is intentionally left blank.

Executed this _____ day of ____, 2011.

GOVERNING AUTHORITY:

SIGNAL TREE ACADEMY

NORTHEAST, INC.

BY:_____

BLANK

With full authority to execute this Contract for and on behalf of Governing Authority and with full authority to bind the Governing Authority and the School;

SPONSOR:

The Ohio Department of Education

BY:_____
BLANK

ATTACHMENT 4

Prescribed by:

Ohio Secretary of State
Central Ohio: (614) 466-3910
Toll Free: 1-877-SOS-FILE (1-877-767-3453)

www.sos.state.oh.us
e-mail: busserv@sos.state.oh.us

Expedite this Form: (Select One)	
Mail Form to one of the Following:	
◉ Yes	PO Box 1390 Columbus, OH 43216 *** Requires an additional fee of $100 ***
○ No	PO Box 670 Columbus, OH 43216

INITIAL ARTICLES OF INCORPORATION

(For Domestic Profit or Nonprofit)
Filing Fee $125.00

THE UNDERSIGNED HEREBY STATES THE FOLLOWING:

(CHECK ONLY ONE (1) BOX)

(1) ☐ Articles of Incorporation Profit	(2) ☑ Articles of Incorporation Nonprofit	(3) ☐ Articles of Incorporation Professional
(113-ARF)	(114-ARN)	(170-ARP)
ORC 1701	ORC 1702	Profession _____ ORC 1785

Complete the general information in this section for the box checked above.

FIRST: Name of Corporation Signal Tree Academy Northeast, Inc.

SECOND: Location Akron *(City)* Summit *(County)*

Effective Date (Optional) _____ *(mm/dd/yyyy)* *Date specified can be no more than 90 days after date of filing. If a date is specified, the date must be a date on or after the date of filing.*

☑ *Check here if additional provisions are attached*

Complete the information in this section if box (2) or (3) is checked. Completing this section is optional if box (1) is checked.

THIRD: Purpose for which corporation is formed

See Third, Fourth, Fifth, Sixth and Seventh Articles set forth on Addendum attached hereto and made a part hereof by reference.

Complete the information in this section if box (1) or (3) is checked.

FOURTH: The number of shares which the corporation is authorized to have outstanding (Please state if shares are common or preferred and their par value if any)

_____ *(No. of Shares)* _____ *(Type)* _____ *(Par Value)*

(Refer to instructions if needed)

Completing the information in this section is optional

FIFTH: The following are the names and addresses of the individuals who are to serve as initial Directors.

(Name)

(Street) *NOTE: P.O. Box Addresses are NOT acceptable.*

(City) *(State)* *(Zip Code)*

(Name)

(Street) *NOTE: P.O. Box Addresses are NOT acceptable.*

(City) *(State)* *(Zip Code)*

(Name)

(Street) *NOTE: P.O. Box Addresses are NOT acceptable.*

(City) *(State)* *(Zip Code)*

REQUIRED
Must be authenticated (signed) by an authorized representative
(See Instructions)

Authorized Representative — Date: 12-27-10

Lee S. Walko
(print name)

Authorized Representative — Date

(print name)

Authorized Representative — Date

(print name)

Complete the information in this section if box (1) (2) or (3) is checked.

ORIGINAL APPOINTMENT OF STATUTORY AGENT

The undersigned, being at least a majority of the incorporators of Signal Tree Academy Northeast, Inc. hereby appoint the following to be statutory agent upon whom any process, notice or demand required or permitted by statute to be served upon the corporation may be served. The complete address of the agent is

Lee S. Walko
(Name)

75 East Market Street
(Street) *NOTE: P.O. Box Addresses are NOT acceptable.*

Akron ,Ohio 44308
(City) *(Zip Code)*

Must be authenticated by an authorized representative

L S Walko — 12-27-10
Authorized Representative — Date

Authorized Representative — Date

Authorized Representative — Date

ACCEPTANCE OF APPOINTMENT

The Undersigned, Lee S. Walko, named herein as the

Statutory agent for, Signal Tree Academy Northeast, Inc.
, hereby acknowledges and accepts the appointment of statutory agent for said entity.

Signature: L S Walko
(Statutory Agent)

ARTICLES OF INCORPORATION
OF
SIGNAL TREE ACADEMY NORTHEAST, INC.

ADDITIONAL PROVISIONS

THIRD: The purposes for which the Corporation is formed are to manage, operate, guide, direct and promote a community school, and such other educational and related activities as the Board of Trustees may define from time to time. This Corporation is organized as a public benefit corporation as defined in Ohio Revised Code Section 1702.01(P).

FOURTH: The sole Member of the Corporation shall be Signal Tree Education Northeast, LLC, a Nevada limited liability company, or its successor.

FIFTH: The Corporation's Board of Trustees shall consist of not less than three (3) nor more than five (5) individuals as the Member from time to time may fix by resolution. Each Trustee shall serve at the pleasure of the Member, and may be removed at any time by the Member. Upon the occurrence of any vacancy in the membership of the Board of Trustees, whether by death, resignation, removal or otherwise, the Member shall have the sole right to appoint a successor Trustee to fill such vacancy.

SIXTH: No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to its Member, Trustees, Officers, or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in the Third Article hereof.

SEVENTH: Upon the dissolution of the Corporation, the Board of Trustees shall, after paying or making provision for the payment of all of the liabilities of the Corporation, dispose of all of the assets of the Corporation exclusively for the purposes of the Corporation in such manner, or to a public benefit corporation, the United States, a state or any political subdivision of a state, or an organization recognized as exempt for federal income tax purposes under section 501(c)(3) of the Internal Revenue Code of 1986, as amended, as the Board of Trustees shall determine. Any such assets not so disposed of shall be disposed of by the Court of Common Pleas of the county in which the principal office of the Corporation is then located, exclusively for such purposes or to an organization described above, as said Court shall determine.

* 201036300037*

DATE:	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
12/29/2010	201036300037	DOMESTIC ARTICLES/NON-PROFIT (ARN)	125.00	200.00	.00	.00	.00

Receipt

This is not a bill. Please do not remit payment.

BRENNAN, MANNA & DIAMOND, LLC
ATTN: KYLE L. GAUL
75 EAST MARKET STREET
AKRON, OH 44308

STATE OF OHIO
CERTIFICATE
Ohio Secretary of State, Jennifer Brunner

1985523

It is hereby certified that the Secretary of State of Ohio has custody of the business records for

SIGNAL TREE ACADEMY NORTHEAST, INC.

and, that said business records show the filing and recording of:

Document(s)	Document No(s):
DOMESTIC ARTICLES/NON-PROFIT	**201036300037**

United States of America
State of Ohio
Office of the Secretary of State

Witness my hand and the seal of the Secretary of State at Columbus, Ohio this 28th day of December, A.D. 2010.

Ohio Secretary of State

CODE OF REGULATIONS
OF SIGNAL TREE ACADEMY NORTHEAST, INC.

ARTICLE I
GENERAL

Section 1. Name.

The name of this Ohio nonprofit corporation shall be Signal Tree Academy Northeast, Inc. (the "Corporation").

Section 2. Operation, Objectives, and Guiding Principles.

Subject to all of the terms and conditions set forth in the Corporation's Articles of Incorporation and this Code of Regulations, the Corporation is organized, and shall be operated as a public benefit corporation defined in §1702.01(P) of the Ohio Revised Code.

a. The Corporation shall engage in lawful activities that directly or indirectly further public or charitable purpose and, upon dissolution, shall distribute its assets to a public benefit corporation, the United States, a state or any political subdivision of a state, or a person that is recognized as exempt from federal income taxation under section 501(c)(3) of the "Internal Revenue Code of 1986," as amended.

b. Unless otherwise specifically set forth in this Code of Regulations:

i. No part of the net earnings of the Corporation shall inure to the benefit of or be distributable to its members, directors, officers, or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered by its members, directors or officers or other private persons and to make payments and distributions in furtherance of the purposes set forth in these Articles; and

ii. No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation; and

iii. The Corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office; and

iv. No present or former member, or immediate family member of the Board of Directors shall be an owner, employee or consultant of any nonprofit or for profit operator of a community school unless at one year has elapsed since the conclusion of the person's membership; and

v. No loans shall be made by the Corporation to its directors or officers.

Section 3. Location.

The Corporation's headquarters shall be located and maintained in Cuyahoga County, Ohio or such other location as the Board of Directors may determine.

Section 4. Property.

The Corporation may purchase, lease, rent, accept as gifts or contributions, or otherwise receive, acquire and manage real and personal property in furtherance of its purposes.

ARTICLE II
SOLE MEMBER

The sole member of the Corporation shall be Signal Tree Education Northeast, LLC.

ARTICLE III
BOARD OF DIRECTORS

Section 1. Management.

The Board of Directors shall be the governing body of the Corporation responsible for the management of the affairs of the Corporation in furtherance of its purposes. The Corporation shall have a Board of Directors consisting of no more than five members; all of whom shall be appointed each year to hold office in accordance with Section 2 below. No present or former member, or immediate family member of the Board of Directors shall be an owner, employee, or consultant of any nonprofit or for profit operator of a community school unless at least one year has elapsed since the conclusion of the person's membership.

Section 2. Authority.

Except where otherwise provided in the Ohio Revised Code, the Corporation's Articles of Incorporation, or this Code of Regulations, the full authority of the Corporation shall be vested in and exercised by the Board of Directors. Any authority of the Directors may be delegated to such persons or committees as the Directors so acting may determine.

Section 3. Election of and Term of Office of Directors.

Each Director shall serve a one (1) year term. The sole member of the Corporation shall have the power to appoint and remove Directors. Directors may be removed at any time, with or without cause, for any reason or no reason.

Section 4. Director Vacancies.

a. The office of any Director shall become vacant upon his or her death, failure to qualify, removal or resignation as a Director. Any Director's office shall likewise become vacant if he or she shall be declared of unsound mind or otherwise incompetent by order of a court having jurisdiction, or if he or she shall be adjudicated as bankrupt or shall make an agreement for the benefit of his or her creditors.

b. A vacancy among the Directors shall be filled by the appointment of a successor Director to serve for the portion of the term remaining. Such appointment shall be by the sole member pursuant to Section 3314.02(E)(1) of the Ohio Revised Code.

Section 5. Qualifications.

All Directors are required to obtain a criminal background check, as required by Chapter 3314 of the Ohio Revised Code. A Director may not serve on the Board if he or she has been convicted of, or plead guilty to, a disqualifying offense applicable to his or her position as set forth under Ohio law. At any time during which this Corporation is a community school under the laws of Ohio, no member of the Board may serve on the governing authority of more than one other Ohio community school while a member of this Board.

Section 6. Compensation.

Except as required by law, no Director shall be compensated for his or her service as a Director but may be compensated or reimbursed, as authorized and approved by the remaining Directors, for services rendered or expenses incurred in furtherance of the purposes of the Corporation.

ARTICLE IV
MEETINGS, POWERS AND COMPENSATION OF DIRECTORS

Section 1. General Powers of the Board.

The powers of the Corporation shall be exercised, its business and affairs conducted and its property controlled by the Board of Directors, except as otherwise provided in the Articles of Incorporation, amendments thereto, or Chapter 1702 of the Ohio Revised Code.

Section 2. Other Powers.

Without prejudice to the general powers conferred above, the Directors, acting as a Board, shall have the power:

a. to fix, define and limit the powers and duties of all officers,

b. to appoint, and at their discretion, with or without cause, to remove, or suspend such subordinate officers, assistants, managers, agents, and employees as the Directors may from time to time deem advisable, and to determine their duties and fix their compensation;

c. to require any officer, agent, or employee of the Corporation to furnish a bond for faithful performance in such amount and with sureties as the Board may approve;

d. to designate a depository or depositories of the funds of the Corporation and the officer or officers or other person who shall be authorized to sign notes, checks, drafts, contracts, deeds, mortgages and other instruments on behalf of the Corporation.

Section 3. Meetings of the Board.

Annual Meetings of the Board of Directors shall be held each year during the month of June at a time and place in Cuyahoga, County, designated by the Directors.

Regular Meetings of the Board of Directors shall be held at least six times a year (including the Annual Meeting) pursuant to the Ohio Revised Code or at such other times and places as is directed by the Board of Directors.

Special and emergency meetings of the Board may be held at any time upon the written call of the Board President or any Director. The person or persons authorized to call special meetings of the Board of Directors may fix a reasonable time and place for holding them.

Except for Special Meetings, written notice of any Board of Directors Meeting shall be given to the Directors at least five (5) days prior to such meeting and shall set forth the reasons therefore. Any Special Meeting may be made other than by written notice when circumstances dictate. Notice of meeting shall be given to the public as required by Ohio law.

All meetings of the Board shall be held at such place within Cuyahoga, County, Ohio, as the Board of Directors may determine.

Section 4. Meeting Held Through Communications Equipment.

Unless otherwise prohibited by law, meetings of the Board of Directors or any committee of the Board of Directors may be held through communications equipment provided that all persons participating in such meeting can hear and otherwise communicate with each other, and such participation shall constitute presence at such meeting.

Section 5. Action Without Meeting.

Unless otherwise prohibited by law, any action which may be taken at any meeting of the Board of Directors, or any committee of the Board of Directors, may be taken without a meeting by unanimous consent of the Directors who are entitled to vote on such action evidenced by a writing or writings signed by all of the members of the Board or of such committee who are entitled to vote on such action, as the case may be. The writing or writings evidencing such

action taken without a meeting shall be filed with the Secretary of the Corporation and inserted by the Secretary in the permanent records of the Corporation relating to meetings of the Board or of its committees.

Section 6. Quorum.

Except as otherwise provided in this Code of Regulations, the minimum number of Directors necessary to constitute a quorum for the transaction of business at any meeting shall be a majority of the Directors entitled to vote who are then in office.

Section 7. Vote of Directors.

All matters submitted to a vote at any meeting at which a quorum is present shall be determined by a majority vote of the members entitled to vote who are present unless otherwise provided in this Code of Regulations.

Section 8. Executive Session.

So long as the Corporation operates as an Ohio Community School as defined in Ohio Revised Code Section 3314, all meetings shall comply with the legal requirements for Ohio Community Schools. As such, the Board may discuss matters in executive session as permitted by Section 121.22(G) of the Ohio Revised Code as the same may be amended. The sole member, or any person designated by the sole member as a representative, shall not be excluded from any executive session conducted under this section.

ARTICLE V
OFFICERS

Section 1. Election of Officers.

The Board of Directors shall elect as Officers of the Corporation a President, Secretary, and a Treasurer, and may elect such Vice Presidents and assistant officers as the Board from time to time deems appropriate. Each Director shall be entitled to vote only for one (1) person for each office to be elected. An individual may hold more than one (1) office of the Corporation, provided however, that no person shall execute, acknowledge or verify an instrument in more than one capacity. The duties of the Officers shall be as follows:

a. President. The President shall be the active executive officer of the Corporation and shall exercise supervision over the business of the Corporation and over its several officers, subject, however, to the control of the Board of Directors. The President shall preside at all meetings of the Board of Directors. He/She shall preside at all meetings of the Board of Directors. He/She shall have authority to sign all deeds, mortgages, bonds, contracts, notes and other instruments requiring his/her signature; and shall have all the powers and duties prescribed by the General Corporation Act; appoint all committee chairs and committee members; assist in conducting new board member orientation; coordinate managements' annual performance evaluation; recruit new board members; act as spokesperson for the organization; periodically

consult with board members on their roles and help them assess their performance; and such other duties as from time to time may be assigned to him/her by the Board of Directors.

b. Vice-President. The Vice-President shall perform duties as are conferred upon him/her by those regulations or as may from time to time be assigned to him/her by the Board of Directors or the President. At the request of the President, or in his/her absence or disability, the Vice-President, designated by the President (or in the absence of such designation, the Vice-President designated by the Board of Directors) shall perform all the duties of the President, and when so acting, shall have the powers and duties of the President.

c. Secretary. The Secretary of the Corporation shall keep minutes of all proceedings of the meetings and shall make proper records of the same which shall be attested to him/her. He/She shall keep such books as may be required by the Board of Directors and file all reports to states, to the Federal government, and to foreign countries. The Secretary shall be required to give notice of meetings of the Directors, and shall perform such other and further duties as may from time to time be assigned to him/her by the Board of Directors or the President. The Secretary shall sign all deeds, mortgages, bonds, contracts, notes and other instruments executed by the Corporation requiring his/her signature.

d. Treasurer. The Treasurer shall monitor the financial affairs of the Corporation. So long as the Corporation is operating a community school defined in Chapter 3314 of the Ohio Revised Code, the Board of Directors shall appoint an Assistant Treasurer to act as the corporation's designated fiscal officer who shall hold such licenses and receive such training as required by Ohio law. The Assistant Treasurer shall cause to be kept adequate and correct accounts of its assets and liabilities, receipts, disbursements, gains, losses, together with such other accounts as may be required, and, review and answer board members' questions about the annual audit and he/she shall perform such other duties as from time to time may be assigned to him/her by the Board of Directors. Upon the expiration of his/her appointment, the Assistant Treasurer shall turn over to the Board of Directors all property, books, paper and money of the Corporation in his/her hands.

e. Designated Fiscal Officer. The Board shall have a Designated Fiscal Officer as required by Ohio Law. The Fiscal Officer shall hold the office of Assistant Treasurer. The Fiscal Officer may be an employee or independent contractor hired by the Board. The Fiscal Officer shall have general supervision of all finances; he/she shall receive and have in his/her charge all money, bills, notes, deeds, leases, mortgages and similar property belonging to the Corporation, and shall do with same as may from time to time be required by the Board of Directors. The Fiscal Officer shall not be considered a member of the Board, as that term is used in this Code of Regulations.

The Fiscal Officer shall understand financial accounting for non-profit organizations; manage the board's review of and action related to the board's financial responsibilities; work with management to ensure that appropriate financial reports are made available to the board on a timely basis; review preliminary annual budgets with management and assist in presenting the budget to the board for approval; and review and answer board members' questions about the annual audit. The Fiscal Officer shall cause to be kept adequate and correct accounts of its assets

and liabilities, receipts, disbursements, gains, losses, together with such other accounts as may be required, and, upon the expiration of his/her term of office shall turn over to his/her successor to the Board of Directors all property, books, papers, and money of the Corporation in his/her hands; and he/she shall perform such other duties as from time to time may be assigned to him/her by the Board of Directors.

Annual reports are required to be submitted to the board showing income, expenditures, and pending income. The financial records of the organization are public information and shall be made available to the membership, board members, and the public. Annual reports are required to be submitted to the board showing income, expenditures, and pending income. The financial records of the organization are public information and shall be made available to the membership, board members, and the public.

Section 2. Assistant and Subordinate Officers.

The Board of Directors may appoint such assistant and subordinate officers as it may deem desirable. Each such officer shall hold office during the pleasure of the Board of Directors and perform such duties as the Board of Directors may prescribe.

The Board of Directors may from time to time, authorize any officer, appoint and remove subordinate officers, prescribe their authority and duties, and fix their compensation, if any.

Section 3. Duties of Officers May be Delegated.

In the absence of any officer of the Corporation, or for any other reason, which the Board of Directors may deem sufficient, the Board of Directors may delegate, for the time being, the powers and duties, or any one of them, of such officer to any other officer or to any Director.

Section 4. Qualifications and Authority of Officers.

The Officers of the Corporation may, but need not, be Directors of the Corporation. Officers of the Corporation shall have such authority as may be specified from time to time by the Directors.

Section 5. Term of Office.

The officers of the Corporation shall hold office for one year. The number of terms of such Officers shall not be limited.

Section 6. Resignation and Removal.

Any Officer may, by written notice to the Board of Directors, resign at any time. Any Officer may be removed by the Board of Directors without cause at any time.

Section 7. Officer Vacancies.

Vacancies which occur in any office shall be filled by the Board of Directors for the remainder of the vacant term in such manner as said Board, in its discretion, deems appropriate.

ARTICLE VI
COMMITTEES

The Corporation may have Standing or Special Committees of no more than two (2) Directors to perform such functions as the Board of Directors may authorize and direct. The chairpersons of such committees shall be selected by the President from among its members. Committee members shall be appointed by the President.

ARTICLE VII
SEAL

If deemed advisable by the Board of Directors, the Corporation may adopt a corporate seal. The Corporate Seal of the Corporation shall be circular in form and shall contain the words, Coalition for Community School Reform – Honors Academy. If deemed advisable by the Board of Directors, duplicate seals may be provided and kept for the purpose of the Corporation.

ARTICLE VIII
BOARD POLICIES

Section 1. Conflicts of Interest Policy

The Corporation shall adopt a conflicts of interest policy to protect the Corporation's interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of a Director, Officer, or other interested person.

Section 2. Nondiscriminatory Policy

The Corporation shall not discriminate on the basis of race, color, gender, national origin, pregnancy status or military status with respect to its rights privileges, programs, activities, and/or in the administration of its educational programs and athletics/extracurricular activities. Specifically, with respect to admissions, it will admit students of any race, creed, color, national or ethnic origin, sex, and handicapping condition. Upon the admission of any handicapped student, the Corporation will comply with all federal and state laws regarding the education of handicapped students.

ARTICLE IX
BOARD POLICIES

Section 1. Conflicts of Interest Policy

The Corporation shall adopt a conflicts of interest policy to protect the Corporation's interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of a Director, Officer, or other interested person.

ARTICLE X
INDEMNIFICATION

Section 1. Indemnification.

Except as otherwise provided in this Article, the Corporation shall, to the fullest extent not prohibited by applicable law, indemnify each person who, by reason of being or having been a Director, Officer, or Member of the Corporation, is named or otherwise becomes or is threatened to be made a party to any action, suit, investigation or proceeding (or claim or other matter therein), and the Corporation by its Board of Directors may indemnify any other person as deemed proper by said Board, against any and all costs and expenses (including attorney fees, judgments, fines, penalties, amounts paid in settlement, and other disbursements) actually and reasonably incurred by, or imposed upon, such person in connection with any action, suit, investigation or proceeding (or claim or other matter therein), whether civil, criminal, administrative or otherwise in nature, with respect to which such person is named or otherwise becomes or is threatened to be made a party by reason of being or any time having been a Director, Officer, Member, employee or other agent of or in a similar capacity with the Corporation, or by reason of being or at any time having been, at the direction or at the request of the Corporation, a director, Director, officer, administrator, manager, employee, member, volunteer, advisor or other agent of or fiduciary for any subsidiary or other corporation, partnership, trust, venture or other party or enterprise, including any employment benefit plan.

Each request by or on behalf of any person who is or may be entitled to indemnification for reason other than by being or having been a Director or Officer of the Corporation shall be reviewed by the Board of Directors, and indemnification of such person shall be authorized by said Board only if it is determined by said Board that indemnification is proper in the specific case, and, notwithstanding anything to the contrary in this Code of Regulations, no person shall be indemnified to the extent, if any, it is determined by said Board or by written opinion of legal counsel designated by said Board for such purpose that indemnification is contrary to applicable law.

Section 2. Insurance.

The Corporation, to the extent permitted by Chapter 1702 of the Ohio Revised Code, may purchase and maintain insurance or furnish similar protection for or on behalf of any person who is or at any time has been a Director, Officer, employee, volunteer of, the Corporation.

ARTICLE XI
CONFLICT WITH ARTICLES OF INCORPORATION

If, at any time, any provision of this Code of Regulations conflicts with any provision of the Corporation's Articles of Incorporation, the provisions of the Articles of Incorporation shall control, and the portion of this Code of Regulations that conflicts with the Articles of Incorporation shall be void to the extent of the conflict with the Articles of Incorporation.

ARTICLE XII
DISSOLUTION

The Corporation may be dissolved by the member at any time, provided that upon dissolution the Corporation shall distribute its assets to a public benefit corporation, the United States, a state or any political subdivision of a state, or a person that is recognized as exempt from federal income taxation under section 501(c)(3) of the "Internal Revenue Code of 1986," as amended.

ARTICLE XIII
MISCELLANEOUS

Section 1. Fiscal Year.

The fiscal year of the Corporation shall commence on July 1 and conclude on June 30 of each year.

Section 2. Audit.

The fiscal records of the Corporation shall be audited each year by the Auditor of the State of Ohio or by a Certified Public Accountant and the report thereof made available to the President, the Board of Directors, the sole member, and such other persons as may be necessary or appropriate.

Section 3. Spending Authority.

Other than electronic funds disbursements authorized pursuant to any contract approved by the Board of Directors, disbursements in excess of $5,000 shall require the signature of the Treasurer and one other officer. Expenditures in excess of $10,000 shall require approval by the Board of Directors.

ARTICLE XIV
AMENDMENTS

These regulations may be amended only with the prior written consent of the Corporation's sole member.

ATTACHMENT 5

Life Skills Facilities

Life Skills facilities generally adhere to a common design, including the use of a single-level free standing structure. In the most instances, Life Skills utilize existing space for its facilities, and then undertakes construction improvements to modify the space to fit the schools' specific needs. Life Skills complies with all federal, state, and local laws related to construction and physical improvements, including ADA requirements and local permit and zoning regulations. Life Skills accomplishes compliance with these regulations by hiring local architectural and engineering firms.

Based on the schools anticipated enrollment and maximum capacity, Life Skills generally seeks to operate in a 15,000 to 16,000 square foot facility, with approximately 50 or more parking spaces. Students attend one, four-hour session per day, five days a weeks. The student capacity per session is 200 to 250 students. Students engage in an online classroom, consisting of about 50 students with 2 teachers. There may be 3 or 4 online classrooms and each being about 2,000 square feet.

Life Skills uses CB Richard Ellis as its nationwide broker for property opportunities. CBRE leverages the industry's most powerful knowledge base to meet the commercial real estate needs of Life Skills. Once a charter is secured, the search will begin and suitable site will most likely be identified within 30 days. Life Skills will have many site visits throughout the site procurement and construction process.

The site will be leased for about 5 years with extension terms included into the lease. Once the site has been finalized and the lease is signed, construction will begin. Construction consists of "gutting" the existing site and creating a floor plan suitable for Life Skills standards. This entire construction process should take approximately 20 weeks at a cost of $800 thousand. The breakdown will consist of $250,000 for furniture, fixtures, and equipment. The remaining amount will be spent on the actual construction of the facility. Preliminary quotes will be sought through multiple contractors, nationally and locally. The contractors will be paid in multiple draws throughout the construction and paid by check by Life Skills. There will be no financing for any part of this construction.

ATTACHMENT 6

	#	Task
Prior to 1st Board Meeting	1	ID Sponsors with Open Charters
	2	Meet with Sponsor to determine interest
	3	Obtain Charter Application Guide from Sponsor
	4	ID potential Board members
	5	Ensure that WHM entities are formed and registered with the State of Ohio
	6	Create drafts of new agreements for key contracts
	7	Create Draft Articles of Incorporation
	8	Coordinate with Legal Department to create draft Code of Regulations
Initial Member Actions	9	Adopt Code of Regulations
	10	Appoint Board Members
	11	Elect Board Officers
	12	Sign Preliminary Management agreement
	13	Resolve to submit Charter Application
2nd Board Meeting	14	Appoint Board Legal Counsel
	15	Appoint Fiscal Officer
	16	Resolve to open Board bank account
	17	Sign Vendor forms for new schools
	18	Authorize WHM to apply for start-up grants
	19	Authorize WHM to apply for Title Funds
	20	Authorize WHM to enter SWOCA agreements with State
3rd Board Meeting	21	Approve/Sign Final Charter Contract
	22	Approve/Sign Final Charter Contract
	23	Establish Annual Board meeting calendar
	24	Adopt Parent/Student Handbooks
	25	Adopt School Emergency Manuals
	26	Adopt Budget (5 year forecast)
	27	Resolve to provide a Lunch/Breakfast Program
	28	Draft and review academic program and curriculum.
	29	Identify materials and curriculum
	30	Identify technology needs in the classroom
	31	Identify library and media needs
	32	Identify project scope and objectives for academic plan
	33	Curriculum Plan for academic year defined
	34	Core content identified.
	35	Student assessment plan developed and identified
	36	Determine in coordination with Technology/IT Group and Purchasing technology and software needs for School.
	37	Assist Governance and Compliance with Sponsor Contract attachments to contract modification for expansion
	38	Coordinate with Human Resources Department to establish employee staffing plan and model.
	39	Coordinate with Operations Team to ensure student enrollment and recruitment
	40	Coordinate with Finance Team and Purchasing to determine need for academic and curricular materials for School operations including library and media requirements.
	41	Obtain new access codes for State-based academic data portals (i.e., EVAAS)

HUMAN RESOURCES TEAM

	42	Notify the Ohio State Teachers Retirement System and School Employees Retirement System - provide copy of notice to Sponsor.
	43	Determine funding source for identified School staff members and any alternative funding sources in light of federal/state grant issues in coordination with Finance Team (and grants staff).
	44	Draft and review employee agreements for the SCHOOL in coordination with Legal Department.
	45	Complete final roster of School staff in anticipation of additional opening assurances.
	46	Ensure that Ohio Education Directory System (OEDS-R) submission is completed by School staff and is accurate.
	47	Ensure that all School staff members have completed BCIIs and FBIs and are appropriately licensed with substantiation documentation on file (licensure, HQT) and coordinate same with Academics Team
	48	Coordinate with State Reporting Team to ensure integration of EMIS coordinator on School-level (one or two FTEs and submission process) for the SCHOOL.

STATE REPORTING DEPARTMENT TEAM

	49	Obtain EMIS/SOES reporting information for the SCHOOL
	50	WHM State Reporting departments determine responsibility of EMIS/SOES reporting.
	51	Draft and complete SOES profile paper form and /or complete electronic record of same.
	52	Coordinate with Human Resources Team to ensure integration of EMIS coordinator on School-level

TECHNOLOGY/IT DEPARTMENT TEAM

	53	Review data and communication contracts in coordination with Legal Department to determine end date of contract and assignment/new agreements with Brighten Heights Academy.
	54	Management of electronic student data
	55	Determine location and storage of student data for the SCHOOL students (both historical and Newly enrolled)
	56	Coordinate with legal department on retention of student records (limits, responsibilities)
	57	Coordinate with Academics Team and Purchasing on identification of technology needs for the SCHOOL.
	58	Determine IT and communication needs (internet T-1 etc) and obtain services in coordination with Purchasing and Finance Departments
	59	Determine electronic student record management

Responsible WHM Dept	Completes the task	Start Date
BD	VP Business Development	
BD	VP Business Development	
BD	VP Business Development	
BD/Legal/Governance	VP Business Development	
BD/Legal/Governance	CLO	
BD/Legal/Governance	CLO	
BD/Legal/Governance	CLO	
BD/Legal/Governance	CLO	
BD/Legal/Governance	Initial Member	
BD/Legal/Governance	Initial Member	
BD/Legal/Governance	School Governing Board	
BD/Legal/Governance	School Governing Board	
BD/Legal/Governance	School Governing Board	
BD/Legal/Governance	School Governing Board	
BD/Legal/Governance	School Governing Board	
BD/Legal/Governance	School Governing Board	
BD/Legal/Governance	School Governing Board	
BD/Legal/Governance	School Governing Board	
BD/Legal/Governance	School Governing Board	
BD/Legal/Governance	School Governing Board/WHM Executive	
BD/Legal/Governance	School Governing Board	
WHM Operations/Governance	School Governing Board	
WHM Operations/Governance	School Governing Board	
WHM Ops/Finance/Governance	School Governing Board	
WHM Ops/Finance/Governance	School Governing Board	
WHM OPERATIONS		
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WHM OPERATIONS & HR TEAM/		

WHM OPERATIONS & STATE REPORTING		
WHM OPERATIONS & STATE REPORTING		
WHM OPERATIONS & STATE REPORTING		
WHM OPERATIONS & STATE REPORTING		

WHM OPERATIONS/LEGAL/ IT		
WHM OPERATIONS/LEGAL/ IT		
WHM OPERATIONS/LEGAL/ IT		
WHM OPERATIONS/LEGAL/ IT		
WHM OPERATIONS/LEGAL/ IT		
WHM OPERATIONS/LEGAL/ IT		
WHM OPERATIONS/LEGAL/ IT		

Completion Date	Notes

Board of Directors Meeting of
Signal Tree Academy Northeast, Inc.

Resolutions

Ratify Board Members

RESOLVED, that the Board of Directors ratifies the following individuals as members of the Signal Tree Academy Northeast, Inc. Board of Directors for a term effective September 28, 2011 until the annual organizational meeting to be held no later than June 30, 2012:

Cassandra Nelson
Steven M. Scanlon
Eric S. Fankhauser

Officers

RESOLVED, that the Board of Directors elects the following officers as set forth below, to serve in such capacity for a term ending on June 30, 2012, or until the election and qualification of their respective successors.

President	Cassandra Nelson
Vice President	_____
Secretary	_____
Treasurer	_____

Code of Regulations

RESOLVED, that the Board of Directors approves the Code of Regulations as presented.

Submission of Charter Application

RESOLVED, that the Board of Directors approves the submission of a Community School Application to the Ohio Department of Education.

RESOLVED FURTHER, that the Board of Directors approves and authorizes a White Hat Management, LLC entity to provide all pertinent information for such application.

RESOLVED FURTHER, that the Board of Directors authorizes Rodd Coker, VP Business Development, White Hat Management, to execute said Community School Application on behalf of the Board of Directors.

Negotiation of Management Agreement

RESOLVED, that the Board of Directors authorizes its President to negotiate a Management Agreement with a White Hat Management entity and to sign such agreement based upon recommendations from counsel and consistent with the best interests of Signal Tree Academy Northeast, Inc.

Designation of Legal Counsel

RESOLVED, that the Board of Directors hereby designates the Amy Goodson as legal counsel of Signal Tree Academy Northeast, Inc. for general and ongoing business matters.

Board of Directors Meeting of
Signal Tree Academy Northeast, Inc.

CERTIFICATION OF RESOLUTIONS

The undersigned Board Member of Signal Tree Academy Northeast, Inc., hereby certifies that the foregoing resolutions were adopted at the board meeting held on September 28, 2011, the original of which resolutions are a part of the governing body's minutes.

Board Member

Date: _____

BOARD MEMBER SELECTION AND REMOVAL POLICY

As provided in Attachment 4 (Code of Regulations), the Board of Directors of the Governing Authority shall be responsible for the management of the affairs of the School in furtherance of its purposes. The Board of Directors shall consist of no more than five members; all of whom shall be appointed each year to hold office. No present or former member, or immediate family member of the Board of Directors shall be an owner, employee, or consultant of any nonprofit or for profit operator of a community school unless at least one year has elapsed since the conclusion of the person's membership.

Each Director shall serve a one year term. The sole member of the Corporation shall have the power to appoint and remove Directors. Directors may be removed at any time, with or without cause, for any reason or no reason. Directors are appointed subject approval by the School's sponsor.

The office of any Director shall become vacant upon his or her death, failure to qualify, removal or resignation as a Director. Any Director's office shall likewise become vacant if he or she shall be declared of unsound mind or otherwise incompetent by order of a court having jurisdiction, or if he or she shall be adjudicated as bankrupt or shall make an agreement for the benefit of his or her creditors. A vacancy among the Directors shall be filled by the appointment of a successor Director to serve for the portion of the term remaining. Such appointment shall be by the sole member pursuant to Section 3314.02(E)(1) of the Ohio Revised Code.

All Directors are required to obtain a criminal background check, as required by Chapter 3314 of the Ohio Revised Code. A Director may not serve on the Board if he or she has been convicted of, or plead guilty to, a disqualifying offense applicable to his or her position as set forth under Ohio law. No member of the Board may serve on the governing authority of more than one other Ohio community school while a member of this Board.

Except as required by law, no Director shall be compensated for his or her service as a Director but may be compensated or reimbursed, as authorized and approved by the remaining Directors, for services rendered or expenses incurred in furtherance of the purposes of the Corporation.

BOARD ROSTER

SIGNAL TREE ACADEMY NORTHEAST, INC.

Cassandra Nelson, President

Steven M. Scanlon

Eric S. Fankhauser

CODE OF REGULATIONS
OF SIGNAL TREE ACADEMY NORTHEAST, INC.

ARTICLE I
GENERAL

Section 1. Name.

The name of this Ohio nonprofit corporation shall be Signal Tree Academy Northeast, Inc. (the "Corporation").

Section 2. Operation, Objectives, and Guiding Principles.

Subject to all of the terms and conditions set forth in the Corporation's Articles of Incorporation and this Code of Regulations, the Corporation is organized, and shall be operated as a public benefit corporation defined in §1702.01(P) of the Ohio Revised Code.

a. The Corporation shall engage in lawful activities that directly or indirectly further public or charitable purpose and, upon dissolution, shall distribute its assets to a public benefit corporation, the United States, a state or any political subdivision of a state, or a person that is recognized as exempt from federal income taxation under section 501(c)(3) of the "Internal Revenue Code of 1986," as amended.

b. Unless otherwise specifically set forth in this Code of Regulations:

i. No part of the net earnings of the Corporation shall inure to the benefit of or be distributable to its members, directors, officers, or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered by its members, directors or officers or other private persons and to make payments and distributions in furtherance of the purposes set forth in these Articles; and

ii. No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation; and

iii. The Corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office; and

iv. No present or former member, or immediate family member of the Board of Directors shall be an owner, employee or consultant of any nonprofit or for profit operator of a community school unless at one year has elapsed since the conclusion of the person's membership; and

v. No loans shall be made by the Corporation to its directors or officers.

Section 3. Location.

The Corporation's headquarters shall be located and maintained in Cuyahoga County, Ohio or such other location as the Board of Directors may determine.

Section 4. Property.

The Corporation may purchase, lease, rent, accept as gifts or contributions, or otherwise receive, acquire and manage real and personal property in furtherance of its purposes.

ARTICLE II
SOLE MEMBER

The sole member of the Corporation shall be Signal Tree Education Northeast, LLC.

ARTICLE III
BOARD OF DIRECTORS

Section 1. Management.

The Board of Directors shall be the governing body of the Corporation responsible for the management of the affairs of the Corporation in furtherance of its purposes. The Corporation shall have a Board of Directors consisting of no more than five members; all of whom shall be appointed each year to hold office in accordance with Section 2 below. No present or former member, or immediate family member of the Board of Directors shall be an owner, employee, or consultant of any nonprofit or for profit operator of a community school unless at least one year has elapsed since the conclusion of the person's membership.

Section 2. Authority.

Except where otherwise provided in the Ohio Revised Code, the Corporation's Articles of Incorporation, or this Code of Regulations, the full authority of the Corporation shall be vested in and exercised by the Board of Directors. Any authority of the Directors may be delegated to such persons or committees as the Directors so acting may determine.

Section 3. Election of and Term of Office of Directors.

Each Director shall serve a one (1) year term. The sole member of the Corporation shall have the power to appoint and remove Directors. Directors may be removed at any time, with or without cause, for any reason or no reason.

Section 4. Director Vacancies.

a. The office of any Director shall become vacant upon his or her death, failure to qualify, removal or resignation as a Director. Any Director's office shall likewise become vacant if he or she shall be declared of unsound mind or otherwise incompetent by order of a court having jurisdiction, or if he or she shall be adjudicated as bankrupt or shall make an agreement for the benefit of his or her creditors.

b. A vacancy among the Directors shall be filled by the appointment of a successor Director to serve for the portion of the term remaining. Such appointment shall be by the sole member pursuant to Section 3314.02(E)(1) of the Ohio Revised Code.

Section 5. Qualifications.

All Directors are required to obtain a criminal background check, as required by Chapter 3314 of the Ohio Revised Code. A Director may not serve on the Board if he or she has been convicted of, or plead guilty to, a disqualifying offense applicable to his or her position as set forth under Ohio law. At any time during which this Corporation is a community school under the laws of Ohio, no member of the Board may serve on the governing authority of more than one other Ohio community school while a member of this Board.

Section 6. Compensation.

Except as required by law, no Director shall be compensated for his or her service as a Director but may be compensated or reimbursed, as authorized and approved by the remaining Directors, for services rendered or expenses incurred in furtherance of the purposes of the Corporation.

ARTICLE IV
MEETINGS, POWERS AND COMPENSATION OF DIRECTORS

Section 1. General Powers of the Board.

The powers of the Corporation shall be exercised, its business and affairs conducted and its property controlled by the Board of Directors, except as otherwise provided in the Articles of Incorporation, amendments thereto, or Chapter 1702 of the Ohio Revised Code.

Section 2. Other Powers.

Without prejudice to the general powers conferred above, the Directors, acting as a Board, shall have the power:

a. to fix, define and limit the powers and duties of all officers,

b. to appoint, and at their discretion, with or without cause, to remove, or suspend such subordinate officers, assistants, managers, agents, and employees as the Directors may from time to time deem advisable, and to determine their duties and fix their compensation;

c. to require any officer, agent, or employee of the Corporation to furnish a bond for faithful performance in such amount and with sureties as the Board may approve;

d. to designate a depository or depositories of the funds of the Corporation and the officer or officers or other person who shall be authorized to sign notes, checks, drafts, contracts, deeds, mortgages and other instruments on behalf of the Corporation.

Section 3. Meetings of the Board.

Annual Meetings of the Board of Directors shall be held each year during the month of June at a time and place in Cuyahoga, County, designated by the Directors.

Regular Meetings of the Board of Directors shall be held at least six times a year (including the Annual Meeting) pursuant to the Ohio Revised Code or at such other times and places as is directed by the Board of Directors.

Special and emergency meetings of the Board may be held at any time upon the written call of the Board President or any Director. The person or persons authorized to call special meetings of the Board of Directors may fix a reasonable time and place for holding them.

Except for Special Meetings, written notice of any Board of Directors Meeting shall be given to the Directors at least five (5) days prior to such meeting and shall set forth the reasons therefore. Any Special Meeting may be made other than by written notice when circumstances dictate. Notice of meeting shall be given to the public as required by Ohio law.

All meetings of the Board shall be held at such place within Cuyahoga, County, Ohio, as the Board of Directors may determine.

Section 4. Meeting Held Through Communications Equipment.

Unless otherwise prohibited by law, meetings of the Board of Directors or any committee of the Board of Directors may be held through communications equipment provided that all persons participating in such meeting can hear and otherwise communicate with each other, and such participation shall constitute presence at such meeting.

Section 5. Action Without Meeting.

Unless otherwise prohibited by law, any action which may be taken at any meeting of the Board of Directors, or any committee of the Board of Directors, may be taken without a meeting by unanimous consent of the Directors who are entitled to vote on such action evidenced by a writing or writings signed by all of the members of the Board or of such committee who are entitled to vote on such action, as the case may be. The writing or writings evidencing such

action taken without a meeting shall be filed with the Secretary of the Corporation and inserted by the Secretary in the permanent records of the Corporation relating to meetings of the Board or of its committees.

Section 6. Quorum.

Except as otherwise provided in this Code of Regulations, the minimum number of Directors necessary to constitute a quorum for the transaction of business at any meeting shall be a majority of the Directors entitled to vote who are then in office.

Section 7. Vote of Directors.

All matters submitted to a vote at any meeting at which a quorum is present shall be determined by a majority vote of the members entitled to vote who are present unless otherwise provided in this Code of Regulations.

Section 8. Executive Session.

So long as the Corporation operates as an Ohio Community School as defined in Ohio Revised Code Section 3314, all meetings shall comply with the legal requirements for Ohio Community Schools. As such, the Board may discuss matters in executive session as permitted by Section 121.22(G) of the Ohio Revised Code as the same may be amended. The sole member, or any person designated by the sole member as a representative, shall not be excluded from any executive session conducted under this section.

ARTICLE V
OFFICERS

Section 1. Election of Officers.

The Board of Directors shall elect as Officers of the Corporation a President, Secretary, and a Treasurer, and may elect such Vice Presidents and assistant officers as the Board from time to time deems appropriate. Each Director shall be entitled to vote only for one (1) person for each office to be elected. An individual may hold more than one (1) office of the Corporation, provided however, that no person shall execute, acknowledge or verify an instrument in more than one capacity. The duties of the Officers shall be as follows:

a. President. The President shall be the active executive officer of the Corporation and shall exercise supervision over the business of the Corporation and over its several officers, subject, however, to the control of the Board of Directors. The President shall preside at all meetings of the Board of Directors. He/She shall preside at all meetings of the Board of Directors. He/She shall have authority to sign all deeds, mortgages, bonds, contracts, notes and other instruments requiring his/her signature; and shall have all the powers and duties prescribed by the General Corporation Act; appoint all committee chairs and committee members; assist in conducting new board member orientation; coordinate managements' annual performance evaluation; recruit new board members; act as spokesperson for the organization; periodically

consult with board members on their roles and help them assess their performance; and such other duties as from time to time may be assigned to him/her by the Board of Directors.

b. Vice-President. The Vice-President shall perform duties as are conferred upon him/her by those regulations or as may from time to time be assigned to him/her by the Board of Directors or the President. At the request of the President, or in his/her absence or disability, the Vice-President, designated by the President (or in the absence of such designation, the Vice-President designated by the Board of Directors) shall perform all the duties of the President, and when so acting, shall have the powers and duties of the President.

c. Secretary. The Secretary of the Corporation shall keep minutes of all proceedings of the meetings and shall make proper records of the same which shall be attested to him/her. He/She shall keep such books as may be required by the Board of Directors and file all reports to states, to the Federal government, and to foreign countries. The Secretary shall be required to give notice of meetings of the Directors, and shall perform such other and further duties as may from time to time be assigned to him/her by the Board of Directors or the President. The Secretary shall sign all deeds, mortgages, bonds, contracts, notes and other instruments executed by the Corporation requiring his/her signature.

d. Treasurer. The Treasurer shall monitor the financial affairs of the Corporation. So long as the Corporation is operating a community school defined in Chapter 3314 of the Ohio Revised Code, the Board of Directors shall appoint an Assistant Treasurer to act as the corporation's designated fiscal officer who shall hold such licenses and receive such training as required by Ohio law. The Assistant Treasurer shall cause to be kept adequate and correct accounts of its assets and liabilities, receipts, disbursements, gains, losses, together with such other accounts as may be required, and, review and answer board members' questions about the annual audit and he/she shall perform such other duties as from time to time may be assigned to him/her by the Board of Directors. Upon the expiration of his/her appointment, the Assistant Treasurer shall turn over to the Board of Directors all property, books, paper and money of the Corporation in his/her hands.

e. Designated Fiscal Officer. The Board shall have a Designated Fiscal Officer as required by Ohio Law. The Fiscal Officer shall hold the office of Assistant Treasurer. The Fiscal Officer may be an employee or independent contractor hired by the Board. The Fiscal Officer shall have general supervision of all finances; he/she shall receive and have in his/her charge all money, bills, notes, deeds, leases, mortgages and similar property belonging to the Corporation, and shall do with same as may from time to time be required by the Board of Directors. The Fiscal Officer shall not be considered a member of the Board, as that term is used in this Code of Regulations.

The Fiscal Officer shall understand financial accounting for non-profit organizations; manage the board's review of and action related to the board's financial responsibilities; work with management to ensure that appropriate financial reports are made available to the board on a timely basis; review preliminary annual budgets with management and assist in presenting the budget to the board for approval; and review and answer board members' questions about the annual audit. The Fiscal Officer shall cause to be kept adequate and correct accounts of its assets

and liabilities, receipts, disbursements, gains, losses, together with such other accounts as may be required, and, upon the expiration of his/her term of office shall turn over to his/her successor to the Board of Directors all property, books, papers, and money of the Corporation in his/her hands; and he/she shall perform such other duties as from time to time may be assigned to him/her by the Board of Directors.

Annual reports are required to be submitted to the board showing income, expenditures, and pending income. The financial records of the organization are public information and shall be made available to the membership, board members, and the public. Annual reports are required to be submitted to the board showing income, expenditures, and pending income. The financial records of the organization are public information and shall be made available to the membership, board members, and the public.

Section 2. Assistant and Subordinate Officers.

The Board of Directors may appoint such assistant and subordinate officers as it may deem desirable. Each such officer shall hold office during the pleasure of the Board of Directors and perform such duties as the Board of Directors may prescribe.

The Board of Directors may from time to time, authorize any officer, appoint and remove subordinate officers, prescribe their authority and duties, and fix their compensation, if any.

Section 3. Duties of Officers May be Delegated.

In the absence of any officer of the Corporation, or for any other reason, which the Board of Directors may deem sufficient, the Board of Directors may delegate, for the time being, the powers and duties, or any one of them, of such officer to any other officer or to any Director.

Section 4. Qualifications and Authority of Officers.

The Officers of the Corporation may, but need not, be Directors of the Corporation. Officers of the Corporation shall have such authority as may be specified from time to time by the Directors.

Section 5. Term of Office.

The officers of the Corporation shall hold office for one year. The number of terms of such Officers shall not be limited.

Section 6. Resignation and Removal.

Any Officer may, by written notice to the Board of Directors, resign at any time. Any Officer may be removed by the Board of Directors without cause at any time.

Section 7. Officer Vacancies.

Vacancies which occur in any office shall be filled by the Board of Directors for the remainder of the vacant term in such manner as said Board, in its discretion, deems appropriate.

ARTICLE VI
COMMITTEES

The Corporation may have Standing or Special Committees of no more than two (2) Directors to perform such functions as the Board of Directors may authorize and direct. The chairpersons of such committees shall be selected by the President from among its members. Committee members shall be appointed by the President.

ARTICLE VII
SEAL

If deemed advisable by the Board of Directors, the Corporation may adopt a corporate seal. The Corporate Seal of the Corporation shall be circular in form and shall contain the words, Coalition for Community School Reform – Honors Academy. If deemed advisable by the Board of Directors, duplicate seals may be provided and kept for the purpose of the Corporation.

ARTICLE VIII
BOARD POLICIES

Section 1. Conflicts of Interest Policy

The Corporation shall adopt a conflicts of interest policy to protect the Corporation's interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of a Director, Officer, or other interested person.

Section 2. Nondiscriminatory Policy

The Corporation shall not discriminate on the basis of race, color, gender, national origin, pregnancy status or military status with respect to its rights privileges, programs, activities, and/or in the administration of its educational programs and athletics/extracurricular activities. Specifically, with respect to admissions, it will admit students of any race, creed, color, national or ethnic origin, sex, and handicapping condition. Upon the admission of any handicapped student, the Corporation will comply with all federal and state laws regarding the education of handicapped students.

ARTICLE IX
BOARD POLICIES

Section 1. Conflicts of Interest Policy

The Corporation shall adopt a conflicts of interest policy to protect the Corporation's interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of a Director, Officer, or other interested person.

ARTICLE X
INDEMNIFICATION

Section 1. Indemnification.

Except as otherwise provided in this Article, the Corporation shall, to the fullest extent not prohibited by applicable law, indemnify each person who, by reason of being or having been a Director, Officer, or Member of the Corporation, is named or otherwise becomes or is threatened to be made a party to any action, suit, investigation or proceeding (or claim or other matter therein), and the Corporation by its Board of Directors may indemnify any other person as deemed proper by said Board, against any and all costs and expenses (including attorney fees, judgments, fines, penalties, amounts paid in settlement, and other disbursements) actually and reasonably incurred by, or imposed upon, such person in connection with any action, suit, investigation or proceeding (or claim or other matter therein), whether civil, criminal, administrative or otherwise in nature, with respect to which such person is named or otherwise becomes or is threatened to be made a party by reason of being or any time having been a Director, Officer, Member, employee or other agent of or in a similar capacity with the Corporation, or by reason of being or at any time having been, at the direction or at the request of the Corporation, a director, Director, officer, administrator, manager, employee, member, volunteer, advisor or other agent of or fiduciary for any subsidiary or other corporation, partnership, trust, venture or other party or enterprise, including any employment benefit plan.

Each request by or on behalf of any person who is or may be entitled to indemnification for reason other than by being or having been a Director or Officer of the Corporation shall be reviewed by the Board of Directors, and indemnification of such person shall be authorized by said Board only if it is determined by said Board that indemnification is proper in the specific case, and, notwithstanding anything to the contrary in this Code of Regulations, no person shall be indemnified to the extent, if any, it is determined by said Board or by written opinion of legal counsel designated by said Board for such purpose that indemnification is contrary to applicable law.

Section 2. Insurance.

The Corporation, to the extent permitted by Chapter 1702 of the Ohio Revised Code, may purchase and maintain insurance or furnish similar protection for or on behalf of any person who is or at any time has been a Director, Officer, employee, volunteer of, the Corporation.

ARTICLE XI
CONFLICT WITH ARTICLES OF INCORPORATION

If, at any time, any provision of this Code of Regulations conflicts with any provision of the Corporation's Articles of Incorporation, the provisions of the Articles of Incorporation shall control, and the portion of this Code of Regulations that conflicts with the Articles of Incorporation shall be void to the extent of the conflict with the Articles of Incorporation.

ARTICLE XII
DISSOLUTION

The Corporation may be dissolved by the member at any time, provided that upon dissolution the Corporation shall distribute its assets to a public benefit corporation, the United States, a state or any political subdivision of a state, or a person that is recognized as exempt from federal income taxation under section 501(c)(3) of the "Internal Revenue Code of 1986," as amended.

ARTICLE XIII
MISCELLANEOUS

Section 1. Fiscal Year.

The fiscal year of the Corporation shall commence on July 1 and conclude on June 30 of each year.

Section 2. Audit.

The fiscal records of the Corporation shall be audited each year by the Auditor of the State of Ohio or by a Certified Public Accountant and the report thereof made available to the President, the Board of Directors, the sole member, and such other persons as may be necessary or appropriate.

Section 3. Spending Authority.

Other than electronic funds disbursements authorized pursuant to any contract approved by the Board of Directors, disbursements in excess of $5,000 shall require the signature of the Treasurer and one other officer. Expenditures in excess of $10,000 shall require approval by the Board of Directors.

ARTICLE XIV
AMENDMENTS

These regulations may be amended only with the prior written consent of the Corporation's sole member.

Attachment 3

Governing Authority Documents

1. Roster of members with contact information
 (Include work, home phone numbers, and email addresses)
2. Copy of BCI & FBI check results for each board member
3. Resume for each board member
4. Board meeting schedule
5. Description of Board member selection and removal process

Board of Directors Meeting
of
Signal Tree Academy Northeast, Inc.

AGENDA

Date: September 28, 2011
Time: 3:30 p.m.
Location: White Hat Management, LLC
Akron, OH 44308
and Phone# 866-503-7671
Access Code: 3728532574

A. Call to Order

B. Roll Call

Board Member Attendance:

Cassandra Nelson	☐Present	☐Absent
Steven M. Scanlon	☐Present	☐Absent
Eric S. Fankhauser	☐Present	☐Absent

Other Attendees:

Rodd Coker, VP of Business Development	☐Present	☐Absent
Jillian McKeen, Director of Governance and Compliance	☐Present	☐Absent
Carlena Hart, Board Liaison Manager	☐Present	☐Absent

C. Public Comment

D. Review of Agenda and Proposed Resolutions

E. New Business

i. Ratify Board Members

Motion:_____ Second: _____
Ayes: _____ Opposed: _____

ii. Officers

Motion:_____ Second: _____
Ayes: _____ Opposed: _____

iii. Code of Regulations

Motion:_____ Second: _____
Ayes: _____ Opposed: _____

iv. Submission of Charter Application

Motion:_____ Second: _____
Ayes: _____ Opposed: _____

v. Negotiation of Management Agreement

Motion:_____ Second: _____
Ayes: _____ Opposed: _____

vi. Designation of Legal Counsel

Motion:_____ Second: _____
Ayes: _____ Opposed: _____

F. Discussion

G. Reminder of Next Board Meeting: TBA

H. Adjournment

Motion:_____ Second: _____
Ayes: _____ Opposed: _____

CASSANDRA NELSON

4743 Hillary Lane Richmond Heights, Ohio 44143 (216) 382-5729

Objective: To utilize my communication, analytical, leadership and supervisory skills.

Professional Profile

I have thirteen years working experience as the Operations Specialist, Coordinator internal audit department. Thirty four years of in service business experience including supervisory in the areas of Customer Relations, Customer Service, Fleet, Internal Audit, Mailroom and Purchasing. Personal Computer skills include Excel, Access, Word, SQL, Outlook 2003, DB2 and Project Management. I possess excellent analytical, organizational, and interpersonal skills, effective communication both verbal and written.

Experience

Medical Mutual Of Ohio-Cleveland, Ohio 1990 – Present

Operations Specialist Coordinator Corporate Performance

Assign, organize, coordinate, distribute and control all aspects necessary to audit claims. Research, review and document the audit results. Create query for audit purpose. Maintain a through understanding of MMO business functions, system and products. Set deadlines for audits. Coordinate projects, monitor follow up to get resolutions to issues or concerns.
I am the Liaison between MMO management & Corporate Performance. I handle the administrative functions and multiple tasks at once. Set priorities, adjust schedule when necessary I allow flexibility for changes. I attend meeting &, walkthrough; assist with designs for effective processing methods. Give recommendation to resolve issues. Handle administrative functions.

Offsite Representative

Six years as liaison between MMO and University Hospital. Resolved issues, research, and processed claims for University Hospital. Informed MMO (all levels) management of the concerns University Hospital may have had. Customer satisfaction was priority.

Customer Service

Answered calls, did follow-ups, met the customer needs providers and subscribers. Processed claims, research and quoted benefits.

Honeywell Incorporated-Brooklyn Hts. Ohio 1976-1989

Support Supervisor
Material Coordinator/Purchaser
Dispatcher
Hourly Payroll, Insurance and Fleet Administrator
Insurance Clerk & Secretary
Mail Clerk

Education and Training

University of Phoenix – 2002 Business Management Courses
Cuyahoga Community College 1969 –1970, and 1996
Customer Relations Training 1988
Dale Carnegie – Effective and Interpersonal Communication
Career Track – Positive Image
Medical Mutual – Empowerment, Facilitation, Medical Terminology

Board of Directors Meeting of
Signal Tree Academy Northeast, Inc.

Resolutions

Ratify Board Members

RESOLVED, that the Board of Directors ratifies the following individuals as members of the Signal Tree Academy Northeast, Inc. Board of Directors for a term effective _____ until the annual organizational meeting to be held no later than June 30, 2012:

Cassandra Nelson
Steven M. Scanlon
Eric S. Fankhauser

Officers

RESOLVED, that the Board of Directors elects the following officers as set forth below, to serve in such capacity for a term ending on June 30, 2012, or until the election and qualification of their respective successors.

President _____
Vice President _____
Secretary _____
Treasurer _____

Code of Regulations

RESOLVED, that the Board of Directors approves the Code of Regulations as presented.

Submission of Charter Application

RESOLVED, that the Board of Directors approves the submission of a Community School Application to the Ohio Department of Education.

RESOLVED FURTHER, that the Board of Directors approves and authorizes a White Hat Management, LLC entity to provide all pertinent information for such application.

RESOLVED FURTHER, that the Board of Directors authorizes its President to execute said Community School Application on behalf of the Board of Directors.

Negotiation of Management Agreement

RESOLVED, that the Board of Directors authorizes its President to negotiate a Management Agreement with a White Hat Management entity and to sign such agreement based upon recommendations from counsel and consistent with the best interests of Signal Tree Academy Northeast, Inc.

Designation of Legal Counsel

RESOLVED, that the Board of Directors hereby designates the _____ as legal counsel of Signal Tree Academy Northeast, Inc. for general and ongoing business matters.

	#	Task
Prior to 1st Board Meeting	1	ID Sponsors with Open Charters
	2	Meet with Sponsor to determine interest
	3	Obtain Charter Application Guide from Sponsor
	4	ID potential Board members
	5	Ensure that WHM entities are formed and registered with the State of Ohio
	6	Create drafts of new agreements for key contracts
	7	Create Draft Articles of Incorporation
	8	Coordinate with Legal Department to create draft Code of Regulations
Initial Member Actions	9	Adopt Code of Regulations
	10	Appoint Board Members
	11	Elect Board Officers
	12	Sign Preliminary Management agreement
	13	Resolve to submit Charter Application
2nd Board Meeting	14	Appoint Board Legal Counsel
	15	Appoint Fiscal Officer
	16	Resolve to open Board bank account
	17	Sign Vendor forms for new schools
	18	Authorize WHM to apply for start-up grants
	19	Authorize WHM to apply for Title Funds
	20	Authorize WHM to enter SWOCA agreements with State
3rd Board Meeting	21	Approve/Sign Final Charter Contract
	22	Approve/Sign Final Charter Contract
	23	Establish Annual Board meeting calendar
	24	Adopt Parent/Student Handbooks
	25	Adopt School Emergency Manuals
	26	Adopt Budget (5 year forecast)
	27	Resolve to provide a Lunch/Breakfast Program
	28	Draft and review academic program and curriculum.
	29	Identify materials and curriculum
	30	Identify technology needs in the classroom
	31	Identify library and media needs
	32	Identify project scope and objectives for academic plan
	33	Curriculum Plan for academic year defined
	34	Core content identified.
	35	Student assessment plan developed and identified
	36	Determine in coordination with Technology/IT Group and Purchasing technology and software needs for School.
	37	Assist Governance and Compliance with Sponsor Contract attachments to contract modification for expansion
	38	Coordinate with Human Resources Department to establish employee staffing plan and model.
	39	Coordinate with Operations Team to ensure student enrollment and recruitment
	40	Coordinate with Finance Team and Purchasing to determine need for academic and curricular materials for School operations including library and media requirements.
	41	Obtain new access codes for State-based academic data portals (i.e., EVAAS)

HUMAN RESOURCES TEAM

	42	Notify the Ohio State Teachers Retirement System and School Employees Retirement System - provide copy of notice to Sponsor.
	43	Determine funding source for identified School staff members and any alternative funding sources in light of federal/state grant issues in coordination with Finance Team (and grants staff).
	44	Draft and review employee agreements for the SCHOOL in coordination with Legal Department.
	45	Complete final roster of School staff in anticipation of additional opening assurances.
	46	Ensure that Ohio Education Directory System (OEDS-R) submission is completed by School staff and is accurate.
	47	Ensure that all School staff members have completed BCIIs and FBIs and are appropriately licensed with substantiation documentation on file (licensure, HQT) and coordinate same with Academics Team
	48	Coordinate with State Reporting Team to ensure integration of EMIS coordinator on School-level (one or two FTEs and submission process) for the SCHOOL.

STATE REPORTING DEPARTMENT TEAM

	49	Obtain EMIS/SOES reporting information for the SCHOOL
	50	WHM State Reporting departments determine responsibility of EMIS/SOES reporting.
	51	Draft and complete SOES profile paper form and /or complete electronic record of same.
	52	Coordinate with Human Resources Team to ensure integration of EMIS coordinator on School-level

TECHNOLOGY/IT DEPARTMENT TEAM

	53	Review data and communication contracts in coordination with Legal Department to determine end date of contract and assignment/new agreements with Brighten Heights Academy.
	54	Management of electronic student data
	55	Determine location and storage of student data for the SCHOOL students (both historical and Newly enrolled)
	56	Coordinate with legal department on retention of student records (limits, responsibilities)
	57	Coordinate with Academics Team and Purchasing on identification of technology needs for the SCHOOL.
	58	Determine IT and communication needs (internet T-1 etc) and obtain services in coordination with Purchasing and Finance Departments
	59	Determine electronic student record management

Responsible WHM Dept	Completes the task	Start Date
BD	VP Business Development	
BD	VP Business Development	
BD	VP Business Development	
BD/Legal/Governance	VP Business Development	
BD/Legal/Governance	CLO	
BD/Legal/Governance	CLO	
BD/Legal/Governance	CLO	
BD/Legal/Governance	CLO	
BD/Legal/Governance	Initial Member	
BD/Legal/Governance	Initial Member	
BD/Legal/Governance	School Governing Board	
BD/Legal/Governance	School Governing Board	
BD/Legal/Governance	School Governing Board	
BD/Legal/Governance	School Governing Board	
BD/Legal/Governance	School Governing Board	
BD/Legal/Governance	School Governing Board	
BD/Legal/Governance	School Governing Board	
BD/Legal/Governance	School Governing Board	
BD/Legal/Governance	School Governing Board	
BD/Legal/Governance	School Governing Board/WHM Executive	
BD/Legal/Governance	School Governing Board	
WHM Operations/Governance	School Governing Board	
WHM Operations/Governance	School Governing Board	
WHM Ops/Finance/Governance	School Governing Board	
WHM Ops/Finance/Governance	School Governing Board	
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WHM OPERATIONS & STATE REPORTING		
WHM OPERATIONS & STATE REPORTING		
WHM OPERATIONS & STATE REPORTING		
WHM OPERATIONS & STATE REPORTING		

WHM OPERATIONS/LEGAL/ IT		
WHM OPERATIONS/LEGAL/ IT		
WHM OPERATIONS/LEGAL/ IT		
WHM OPERATIONS/LEGAL/ IT		
WHM OPERATIONS/LEGAL/ IT		
WHM OPERATIONS/LEGAL/ IT		
WHM OPERATIONS/LEGAL/ IT		

Completion Date	Notes

ATTACHMENT 7

Course Descriptions

Apex English I Prerequisites: None
Recommended Grades: 9
Length: Two semesters

Introduction to Literature and Composition is a course that covers literature study, reading, writing, and language. Students read literature from around the world, including the following genres: short story, poetry, memoir, autobiography, drama, and epic. They read examples of informational writing, such as a letter, Web site, magazine article, newspaper article, speech, editorial, and movie or book review. Along the way, they acquire and practice reading skills and strategies that are directly applicable to these literary and informational reading materials.

Summaries and annotations support fluency and comprehension of all reading material. Robust scaffolding in the form of process guides and graphic organizers helps reluctant writers to internalize strategies and develop composition skills. Select activities target text-handling skills and promote improved performance on commonly assessed literary analysis and response standards. Study sheets support engagement with direct instruction and develop note-taking and study skills.

In addition, students develop and practice writing and language skills. They employ the writing process to create narrative, expository, and persuasive compositions.

The content is based on the National Council of Teachers of English (NCTE) standards and is aligned to state standards.

English I develops key language arts skills necessary for high school graduation and success on high stakes exams through a semester of interactive instruction and guided practice in composition fundamentals. The course is divided into ten mini-units of study. The first two are designed to build early success and confidence, orienting students to the writing process and to sentence and paragraph essentials through a series of low-stress, high-interest hook activities. In subsequent units, students review, practice, compose and submit one piece of writing. Four key learning strands are integrated throughout: composition practice, grammar skill building, diction and style awareness, and media and technology exploration. Guided studies emphasize the structure of essential forms of writing encountered in school, in life, and in the work place. Practice in these forms is scaffolded to accommodate learners at different skill levels.

The content is based on the National Council of Teachers of English (NCTE) standards and aligned to state standards.

Apex English I: Literacy Advantage Prerequisites:
For students who score below grade level on Scantron Reading
Recommended Grades: 9
Length: Two semesters

Introduction to Literature and Composition is a valuable introduction to the study of literature and the reading of informational texts, and it offers ample opportunity to practice composition writing.

Students read literature from around the world in the following genres: short story, poetry, memoir, autobiography, drama, and epic. They also read examples of informational writing, such as letters, Web sites, magazine and newspaper articles, speeches, and movie or book reviews.

Along the way, they acquire and practice reading skills and strategies that are directly applicable to these literary and informational reading materials. Study Sheets support engagement with direct instruction and develop note-taking and study skills while also guiding students through the process of synthesizing information.

Robust support in the form of process guides and graphic organizers helps reluctant writers to internalize strategies and develop composition skills. Select activities target text-handling skills and promote improved performance on commonly assessed literary analysis and response

standards. These activities employ the writing process to create narrative, expository, and persuasive compositions.

Accessible text assists students in comprehending academic English content. New vocabulary is supported with rollover definitions and usage examples that feature audio and graphical representations of terms. Literacy development is promoted through explicit instruction in active-reading and vocabulary strategies. Students also develop comprehension strategies unique to academic reading and learning in English language arts.

The content is based on the National Council of Teachers of English (NCTE) standards and is aligned to state standards.

Apex English II Prerequisites: English I or equivalent
Recommended Grades: 10
Length: Two semesters

Critical Reading and Effective Writing is a course that develops both academic and life skills. Concepts are presented in creative and lively ways that reinforce learning goals and engage students. Literary selections include short fiction and poetry from around the globe, modern drama works, and a contemporary novel. Nonfiction selections feature historical correspondence, diaries, logs, and famous courtroom arguments. Life reading skills target forms, applications, and work-related communication. Grammar review and vocabulary development are included in every unit.

Summaries and annotations support fluency and comprehension of all reading material. Robust scaffolding in the form of process guides and graphic organizers helps reluctant writers to internalize strategies and develop composition skills. Study sheets support engagement with direct instruction and develop note-taking and study skills. The writing program builds confidence in young writers by targeting control of organization, effective sentences, and word choice.

The content is based on the National Council of Teachers of English (NCTE) standards and is aligned to state standards.

Apex English III

Prerequisites: English II
Recommended Grades: 11
Length: Two semesters

American Literature is a literature and composition course offering organized as a survey of American literature. It can stand alone as a complete year of general study in English without a specific prerequisite, but its modular design allows flexibility in how the program is used in the classroom; teachers may use a single unit, lesson, or activity to supplement regular class content.

The course builds literary and communication skills, including reading, writing, language appreciation and aesthetics, listening and speaking, viewing and representing, and research.

Within these general topic areas, special emphasis is placed on writing expository, research, and creative compositions; honing critical and analytic skills through close readings of literary, historical, expository, and functional documents; using context strategies and an understanding of etymology to build vocabulary; and practicing communication skills.

Reading selections cover a variety of genres and voices in literature and expository prose. Students read a survey of American literature from colonial to contemporary eras. They learn and practice workplace communication skills in special activities, and each unit features an engaging interactive Web exploration that covers core topics in media literacy. Finally, students practice gathering, evaluating, synthesizing, presenting, and documenting information in a unit dedicated to writing research reports.

Summaries and annotations support fluency and comprehension of all reading material. Robust scaffolding in the form of process guides and graphic organizers helps reluctant writers to internalize strategies and develop composition skills. Select activities target text-handling skills and promote improved performance on commonly assessed literary analysis and response standards. Study sheets support engagement with direct instruction and develop note-taking and study skills.

The content is based on the National Council of Teachers of English (NCTE) standards and is aligned to state standards.

Apex English IV

Prerequisites: English III
Recommended Grades: 12
Length: Two semesters

British and World Literature is a streamlined survey of British literature that illustrates the origins of English-language literature and reflects its reach beyond the British Isles. The course is standards-based. Each activity correlates to state standards in six core areas: reading, writing, language (appreciation and aesthetics), listening and speaking, viewing and representing (including media literacy), and research. The course gives students meaningful practice in fundamental literacy skills while introducing them to classics of British and world literature. Throughout the course, students are encouraged to think and respond independently, critically, and creatively to the subject matter, whether it's a work of literature, a piece of nonfiction writing, or a media work. The course emboldens students to approach these works — both on their own terms and within a larger context — while providing them with the tools and encouragement they need in order to do so.

Summaries and annotations support fluency and comprehension of all reading material. Robust scaffolding in the form of process guides and graphic organizers helps reluctant writers to internalize strategies and develop composition skills. Select activities target text-handling skills and promote improved performance on commonly assessed literary analysis and response

standards. Study sheets support engagement with direct instruction and develop note-taking and study skills.

The content is based on the National Council of Teachers of English (NCTE) standards and is aligned to state standards.

Apex Intervention English: Foundations I

Prerequisites: For students who score on average below grade level 6 on Scantron Reading and Language Arts
Recommended Grades: 9
Length: Two Semesters

English Foundations I supports literacy development at the critical stage between decoding and making meaning from text. Through intensive reading and writing skills instruction, deep practice sets, consistent formative feedback, graduated reading levels, and helpful strategy tips, the course leads students to improved comprehension and text handling. Semester 1 provides instruction in basic reading skills and vocabulary building. The student learns what a successful reader does to attack words and sentences and make meaning from them. Semester 2 provides instruction in basic writing skills, introduces academic tools, and demonstrates effective study skills. The student learns step-by-step processes for building effective paragraphs and learns how to use academic tools such as reference books and outlines. To provide additional support, the course uses text features and visual clues to draw students' attention to important information.

Numerous practice opportunities are provided in the form of assessments that move from no stakes to low stakes to high stakes throughout a unit. This practice is centered on authentic and age-appropriate passages that are written in a topical framework and use controlled syntax and vocabulary. Additional support is offered through significant formative feedback in practice and assessment.

The content is based on extensive national and state standards research and consultation with reading specialists and classroom teachers. It aligns to state standards for reading and writing and to NCTE/IRA reading and writing standards.

Apex Intervention Reading: Skills and Strategies

Prerequisites: None
Recommended Grades: 9, 10
Length: One Semester

Intervention Reading: Skills and Strategies is a course is designed to help the struggling reader develop mastery in the areas of reading comprehension, vocabulary building, study skills, and media literacy. The course guides the student through the skills necessary to be successful in the academic world and beyond. The reading comprehension strand focuses on introducing the student to the varied purposes of reading. In the vocabulary strand, the student learns specific strategies for understanding and remembering new vocabulary. In the study skills strand, the

student learns effective study and test-taking strategies. In the media literacy strand, the student learns to recognize and evaluate persuasive techniques, purposes, design choices, and effects of media. The course encourages personal enjoyment in reading with 10 interviews featuring the book choices and reading adventures of students and members of the community.

The content is based on the National Council of Teachers of English (NCTE) standards and aligned to state standards.

Apex Intervention Writing: Skills and Strategies

Prerequisites: None
Recommended Grades: 9, 10
Length: One Semester

Writing Skills and Strategies develops key language arts skills necessary for high school graduation and success on high stakes exams through a semester of interactive instruction and guided practice in composition fundamentals. The course is divided into ten mini-units of study. The first two are designed to build early success and confidence, orienting students to the writing process and to sentence and paragraph essentials through a series of low-stress, high-interest hook activities. In subsequent units, students review, practice, compose and submit one piece of writing. Four key learning strands are integrated throughout: composition practice, grammar skill building, diction and style awareness, and media and technology exploration. Guided studies emphasize the structure of essential forms of writing encountered in school, in life, and in the work place. Practice in these forms is scaffolded to accommodate learners at different skill levels.

The content is based on the National Council of Teachers of English (NCTE) standards and aligned to state standards.

Transition to HS Math: Pre-Algebra

Prerequisites: None
Recommended Grades: 9
Length: Two semesters

Pre-Algebra provides a curriculum focused on beginning algebraic concepts that prepare students for success in Algebra I. Through a "Discovery-Confirmation-Practice" based exploration of basic algebraic concepts, students are challenged to work toward a mastery of computational skills, to deepen their conceptual understanding of key ideas and solution strategies, and to extend their knowledge in a variety of problem-solving applications. Course topics include integers; the language of algebra; solving equations with addition, subtraction, multiplication, and division; fractions and decimals; measurement; exponents; solving equations with roots and powers; multi-step equations; and linear equations.

Within each Pre-Algebra lesson, students are supplied with a scaffolded note-taking guide, as well as a post-study "Checkup" activity. To assist students for whom language presents a barrier

to learning or who are not reading at grade level, Pre-Algebra includes audio resources in both Spanish and English.

The content is based on the National Council of Teachers of Mathematics (NCTM) standards and is aligned to state standards.

Apex Integrated Math I Prerequisites: None
Recommended Grades: 9, 10
Length: Two semesters

Integrated Math I provides a first-year integrated math curriculum that combines material traditionally covered in high school algebra, geometry, and statistics courses. Integrated Math I is uniquely organized around thematic learning tasks that integrate concepts from the various strands of math. Within the course, a balance is struck between task-based discovery and focused development of skills and conceptual understanding.

Course topics include function families, propositional logic, polynomials and factoring, similarity and congruence properties of triangles, introductory probability and statistics, square roots, rational expressions, and coordinate geometry.

Carefully paced, guided instruction is accompanied by interactive practice that is engaging and accessible. Interactive tasks allow students to approach and explore topics through real-world situations, helping them to gain an intuitive understanding while learning at the appropriate depth and rigor of a standards-based curriculum. Formative assessments help students to understand areas of weakness and improve performance, while summative assessments chart progress and skill development. Throughout the course, students develop general strategies to hone their problem-solving skills.

The content is based on the National Council of Teachers of Mathematics (NCTM) Principles and Standards for School Mathematics, as well as the Georgia Performance Standards and Instructional Frameworks in Mathematics. Detailed correlations to state-specific standards are available on request.

Apex Integrated Math II Prerequisites: None
Recommended Grades: 9, 10
Length: Two semesters

Integrated Math II provides a second-year integrated math curriculum that combines material traditionally covered in high school algebra, geometry, and precalculus courses. Integrated Math II develops rigorous mathematical skills while emphasizing real-world applicability.

Course topics include complex numbers, step and piecewise functions, exponential functions, quadratic functions, inverse functions, right triangles, trigonometric functions, and circles, as well as data analysis and modeling.

Carefully paced, guided instruction is accompanied by practice that is engaging and accessible. Interactive animations allow students to approach and explore topics through real-world situations, helping them to gain an intuitive understanding while learning at the appropriate depth and rigor of a standards-based curriculum. Formative assessments help students to understand areas of weakness and improve performance, while summative assessments chart progress and skill development. Throughout the course, students will develop general strategies to hone their problem-solving skills.

The content is based on the Georgia Performance Standards and Instructional Frameworks in Mathematics, as well as the National Council of Teachers of Mathematics (NCTM) Principles and Standards for School Mathematics. Detailed correlations to state-specific standards are available on request.

Apex Algebra I Prerequisites: None
Recommended Grades: 9, 10
Length: Two Semesters

Algebra I provides a curriculum focused on the mastery of critical skills and the understanding of key algebraic concepts, preparing students to recognize and work with these concepts. Through a "Discovery-Confirmation-Practice" based exploration of algebraic concepts, students are challenged to work toward a mastery of computational skills, to deepen their conceptual understanding of key ideas and solution strategies, and to extend their knowledge in a variety of problem-solving applications.

Within each Algebra I lesson, students are supplied with a scaffolded note-taking guide, called a "Study Sheet," as well as a post-study "Checkup" activity, providing them the opportunity to hone their computational skills by working through a low-stakes, 10-question problem set before moving on to a formal assessment. To assist students for whom language presents a barrier to learning or who are not reading at grade level, Algebra I includes audio resources in both Spanish and English.

The content is based on the National Council of Teachers of Mathematics (NCTM) standards and is aligned to state standards.

Apex Algebra I: Literacy Advantage

Prerequisites: For students who score below grade level on Scantron Reading
Recommended Grades: 9, 10
Length: Two Semesters

Algebra I: Literacy Advantage students will deepen their conceptual understanding of key algebraic concepts, work toward computational fluency, and extend their knowledge of problem-solving applications. Course topics include an Introductory Algebra review; measurement; an introduction to functions; problem solving with functions; graphing; linear equations and systems of linear equations; polynomials and factoring; and data analysis and probability. Students are supplied with a scaffolded note-taking guide, as well as a post-study Checkup activity.

Accessible text supports students in comprehending academic math content. Situational interest that promotes a relevant, real-world application of math skills serves to engage and motivate struggling learners. To further assist students for whom language presents a barrier to learning or who are not reading at grade level, Algebra I includes audio resources in both Spanish and English.

The content is based on the National Council of Teachers of Mathematics (NCTM) standards and is aligned to state standards.

Apex Geometry

Prerequisites: None
Recommended Grades: 10, 11
Length: Two semesters

Geometry provides a curriculum focused on the mastery of critical skills and the understanding of key geometric concepts. Through a "Discovery-Confirmation-Practice" based exploration of geometric concepts, students are challenged to work toward a mastery of computational skills, to deepen their conceptual understanding of key ideas and solution strategies, and to extend their knowledge in a variety of problem-solving applications. Course topics include reasoning, proof, and the creation of a sound mathematical argument; points, lines, and angles; triangles; quadrilaterals and other polygons; circles; coordinate geometry; and three-dimensional solids. The course concludes with a look at special topics in geometry, such as constructions, symmetry, tessellations, fractals, and non-Euclidean geometry.

Within each Geometry lesson, students are supplied with a scaffolded note-taking guide, called a "Study Sheet," as well as a post-study "Checkup" activity, providing them the opportunity to hone their computational skills by working through a low-stakes, 10-question problem set before moving on to a formal assessment. Unit-level Geometry assessments include a computer-scored test and a scaffolded, teacher-scored test. To assist students for whom language presents a barrier to learning or who are not reading at grade level, Geometry includes audio resources in both Spanish and English.

The content is based on the National Council of Teachers of Mathematics (NCTM) standards and is aligned to state standards.

Apex Algebra II

Prerequisites: Algebra I
Recommended Grades: 11, 12
Length: Two Semesters

Algebra II provides a curriculum that builds on the algebraic concepts covered in Algebra I. Through a "Discovery-Confirmation-Practice" based exploration of intermediate algebra concepts, students are challenged to work toward a mastery of computational skills, to deepen their conceptual understanding of key ideas and solution strategies, and to extend their knowledge in a variety of problem-solving applications. Course topics include conic sections; functions, relations, and their graphs; quadratic functions; inverse functions; and advanced polynomial functions. Students also cover topics relating to rational, radical, exponential, and logarithmic functions; sequences and series; and data analysis and probability.

Within each Algebra II lesson, students are supplied with a scaffolded note-taking guide, as well as a post-study "Checkup" activity. Unit-level Algebra II assessments include a computer-scored test and a scaffolded, teacher-scored test.

The content is based on the National Council of Teachers of Mathematics (NCTM) standards and is aligned to state standards.

Apex Pre-Calculus

Prerequisites: Algebra II and Geometry
Recommended Grades: 11, 12
Length: Two semesters

Pre-Calculus is a course that combines reviews of algebra, geometry, and functions into a preparatory course for calculus. The course focuses on the mastery of critical skills and exposure to new skills necessary for success in subsequent math courses. The first semester includes linear, quadratic, exponential, logarithmic, radical, polynomial, and rational functions; systems of equations; and conic sections. The second semester covers trigonometric ratios and functions; inverse trigonometric functions; applications of trigonometry, including vectors and laws of cosine and sine; polar functions and notation; and arithmetic of complex numbers.

Within each Pre-Calculus lesson, students are supplied with a post-study "Checkup" activity, providing them the opportunity to hone their computational skills by working through a low-stakes problem set before moving on to a formal assessment. Unit-level

The content is based on the National Council of Teachers of Mathematics (NCTM) standards and is aligned to state standards.

Apex Calculus

Prerequisites: Algebra II, Geometry
Recommended Grades: 12
Length: Two semesters

In Calculus, students learn to understand change geometrically and visually (by studying graphs of curves), analytically (by studying and working with mathematical formulas), numerically (by seeing patterns in sets of numbers), and verbally. Instead of simply getting the right answer, students learn to evaluate the soundness of proposed solutions and to apply mathematical reasoning to real-world models. Calculus helps scientists, engineers, and financial analysts understand the complex relationships behind real-world phenomena. The equivalent of an introductory college-level calculus course, Calculus prepares students for further studies in science, engineering, and mathematics.

Transition to HS Math: Foundations I

Prerequisites: For student who score below grade 6 on Scantron Math
Recommended Grades: 9
Length: Two semesters

Transition to HS Math: Foundations I offers a structured remediation solution based on the NCTM Curricular Focal Points. The course is appropriate for use as remediation for students in grades 6 to 12. When used in combination, Math Foundations I and Math Foundations II (covering grades 6 to 8) effectively remediate computational skills and conceptual understanding needed to undertake high school–level math courses with confidence.

Math Foundations I empowers students to progress at their optimum pace through over 80 semester hours of interactive instruction and assessment spanning 3rd- to 5th-grade math skills. Carefully paced, guided instruction is accompanied by interactive practice that is engaging and accessible. Formative assessments help students to understand areas of weakness and improve performance, while summative assessments chart progress and skill development. Early in the course, students develop general strategies to hone their problem-solving skills. Subsequent units provide a problem-solving strand that asks students to practice applying specific math skills to a variety of real-world contexts.

Transition to HS Math: Foundations II

Prerequisites: For student who score below grade 6 on Scantron Math
Recommended Grades: 9, 10
Length: Two semesters

Based on the NCTM Curricular Focal Points, Math Foundations II is designed to expedite student progress through 6th- to 8th-grade skills. The course is appropriate for use as remediation at the high school level or as a bridge-to-high-school curriculum. The program simultaneously

builds the computational skills and the conceptual understanding needed to undertake high school–level math courses with confidence.

The course's carefully paced guided instruction is accompanied by interactive practice that is engaging and accessible. Formative assessments help students to understand areas of weakness and improve performance, while summative assessments chart progress and skill development. Early in the course, students develop general strategies to hone their problem-solving skills. Subsequent units provide a problem-solving strand that asks students to practice applying specific math skills to a variety of real-world contexts.

Apex Biology

Prerequisites: Physical Science
Recommended Grades: 10
Length: Two semesters

Biology offers a curriculum that focuses on the mastery of basic biological skills, concepts, and models that are important for students to know and apply in everyday life. The course begins with the study of cell and molecular biology and covers experimental design; chemistry and the biochemical basis of life; cell structure and function; basic metabolism; and genetics. Building on this foundation is an exploration into evolution, biodiversity, organism biology, and ecology. As part of the study of vertebrates, the structure and function of major organ systems and biological processes in humans are introduced. Teacher-graded labs encourage students to apply the scientific method.

The content is based on the National Science Teachers Association (NSTA) standards and is aligned to state standards.

Apex Chemistry

Prerequisites: Physical Science, and one year of Algebra
Recommended Grades: 11, 12
Length: Two semesters

Chemistry offers a curriculum that facilitates students' understanding of chemistry concepts and critical scientific skills. Topics include the nature of matter; the structure of atoms and molecules; bond formations; the qualitative and quantitative aspects of chemical reactivity; the physical and chemical properties of solids, liquids, and gases; the states of matter; phase transitions; equilibrium; kinetics; thermodynamics; electrochemistry; nuclear chemistry; and an introduction to organic chemistry. Teacher-graded labs encourage students to apply the scientific method.

The content is based on the National Science Teachers Association (NSTA) standards and is aligned to state standards.

Apex Earth Science

Prerequisites: None
Recommended Grades: 9, 10
Length: Two semesters

Earth Science offers a focused curriculum that explores Earth's composition, structure, processes, and history; its atmosphere, freshwater, and oceans; and its environment in space. Topics include an exploration of the major cycles that affect every aspect of life, including weather, climate, air movement, tectonics, volcanic eruptions, rocks, minerals, geologic history, Earth's environment, sustainability, and energy resources. Optional teacher-graded labs encourage students to apply the scientific method.

The content is based on the National Science Teachers Association (NSTA) standards and is aligned to state standards.

Apex Physical Science

Prerequisites: None
Recommended Grades: 9, 10
Length: Two semesters

Physical Science offers a focused curriculum designed around the understanding of critical physical science concepts, including the nature and structure of matter, the characteristics of energy, and the mastery of critical scientific skills. Topics include an introduction to kinematics, including gravity and two-dimensional motion; force; momentum; waves; electricity; atoms; the Periodic Table of Elements; molecular bonding; chemical reactivity; gases; and an introduction to nuclear energy. Teacher-graded labs encourage students to apply the scientific method.

The content is based on the National Science Teachers Association (NSTA) standards and is aligned to state standards.

Apex Physical Science: Literacy Advantage

Prerequisites: For students who score below grade level on Scantron Reading
Recommended Grades: 9
Length: Two Semesters

Physical Science: Literacy Advantage offers a tightly focused curriculum designed to address fundamental concepts such as the nature and structure of matter, the characteristics of energy, and the overriding principles of force. Topics covered include motion and forces, including two-dimensional motion and gravity; momentum; waves; electricity; atoms; the periodic table of elements; molecular bonding; chemical reactivity; gases; and an introduction to nuclear energy.

All text is written with controlled vocabulary and syntax. This accessible text supports students in comprehending academic content. Literacy development is promoted through explicit instruction in active-reading and vocabulary strategies. Students also develop comprehension strategies unique to academic reading and learning in the sciences.

Lab activities support the synthesis of scientific knowledge and the scientific process, teach critical thinking, writing, and communication skills, and help develop a deeper understanding of the nature of science. Study Sheets support engagement with direct instruction and develop note- taking and study skills through the use of concept maps, illustrations, and graphic organizers.

The content is based on the National Science Teachers Association (NSTA) standards and is aligned to state standards.

Apex Geography and World Cultures

Prerequisites: None
Recommended Grades: 10, 11, 12
Length: One semester

Geography and World Cultures offers a tightly focused and scaffolded curriculum that enables students to explore how geographic features, human relationships, political and social structures, economics, science and technology, and the arts have developed and influenced life in countries around the world. Along the way, students are given rigorous instruction on how to read maps, charts, and graphs, and how to create them. Geography and World Cultures develops note-taking skills, teaches the basic elements of analytic writing, and introduces students to the close examination of primary documents.

Geography and World Cultures is based on standards from the National Council for History Education (1997), the National Center for History in the Schools (1996), and the National Council for Social Studies (1994) and is aligned to state standards.

Apex US and Global Economics

Prerequisites: U.S. Government is recommended, but not required
Recommended Grades: 11, 12
Length: One semester

U.S. and Global Economics offers a tightly focused and scaffolded curriculum that provides an introduction to key economic principles. The course covers fundamental properties of economics, including an examination of markets from both historical and current perspectives; the basics of supply and demand; the theories of early economic philosophers such as Adam Smith and David Ricardo; theories of value; the concept of money and how it evolved; the role of banks, investment houses, and the Federal Reserve; Keynesian economics; the productivity, wages, investment, and growth involved in capitalism; unemployment, inflations, and the national debt; and a survey of markets in areas such as China, Europe, and the Middle East.

The content is based on standards from the National Council for History Education (1997), the National Center for History in the Schools (1996), and the National Council for Social Studies (1994) and is aligned to state standards.

Apex US Government

Prerequisites: U.S. History is recommended, but not required
Recommended Grades: 9, 10, 11
Length: One semester

U.S. Government offers a tightly focused and scaffolded curriculum that uses the perspective of political institutions to explore the history, organization, and functions of the U.S. government. Beginning with basic theories of government, moving to the Declaration of Independence, and continuing to the present day, the course explores the relationship between individual Americans and the governing bodies. It covers the political culture of the country and gains insight into the challenges faced by presidents, congressional representatives, and other political activists. It also covers the roles of political parties, interest groups, the media, and the Supreme Court.

U.S. Government is designed to fall in the fourth year of social studies instruction. Students perfect their analytic writing through a scaffolded series of analytic assignments and written lesson tests. Students read annotated primary documents and apply those documents to the course content.

The content is based on standards from the National Council for History Education (1997), the National Center for History in the Schools (1996), and the National Council for Social Studies (1994) and is aligned to state standards.

Apex US Government: Literacy Advantage

Prerequisites: For students who score below grade level on Scantron Reading
Recommended Grades: 9, 10, 11
Length: One semester

U.S. Government: Literacy Advantage offers a purposeful curriculum that uses the perspective of political institutions to explore the history, organization, and functions of American government. Students explore the political culture of the United States and gain insight into the challenges faced by presidents, Congress, citizens, and political activists. Coverage focuses on the roles of political parties, interest groups, the media, and the Supreme Court. Special attention is paid to the relationship between individual Americans and their governing bodies. Building social studies skills is a particular goal of the course. Toward that end, annotated readings of primary documents support comprehension and teach students how to read closely and make real-life connections. Writing assignments develop skills through clear step-by-step instruction.

Accessible text provides the adaptive scaffolding struggling readers need to find success with challenging content such as primary source documents. Strategic scaffolding, including explicit

comprehension and vocabulary strategies, helps students simultaneously develop their literacy skills.

The content is based on standards from the National Council for History Education (1997), the National Center for History in the Schools (1996), and the National Council for Social Studies (1994) and is aligned to state standards.

Apex U.S. History

Prerequisites:	None
Recommended Grades:	9, 10
Length:	Two semesters

U.S. History offers a tightly focused and scaffolded curriculum that traces the political, social, economic, and cultural heritage of the United States through four centuries of change and development. Students learn about the Native American, European, and African people who lived before the Declaration of Independence in what is now the United States. They also explore the multiple causes and effects of the Civil War, Industrial Revolution, and Great Depression. Students learn to interpret historical documents using examples from the Great Awakening, westward expansion, the "roaring twenties," McCarthyism, and the struggle for civil rights. Students receive scaffolded guidance for their analytic writing, with an emphasis on analyzing and extending course instruction. Students study primary documents in detail, with annotations and scaffolded questions to guide their reading and comprehension.

The content is based on the National Council for the Social Studies (NCSS) standards and is aligned to state standards.

Apex World History

Prerequisites:	None
Recommended Grades:	9, 10
Length:	Two semesters

World History offers a tightly focused and scaffolded curriculum that uses multiple perspectives to trace the development of civilizations around the world from prehistory to the present. The course covers major events in world history, including the development and influence of human-geographic relationships, political and social structures, economics, science and technology, and the arts. Students investigate the major religions and belief systems throughout history and learn about the importance of trade and cultural exchange. Other topics include the development of agriculture, the spread of democracy, the rise of nation-states, the industrial era, the spread of imperialism, and the issues and conflicts of the 20th century. Students learn to use primary historical documents as evidence as they learn about past events. Students develop confidence in their analytic writing through a scaffolded sequence of short analytic pieces and short essays, including document-based questions. Primary documents are embedded in the instruction to encourage students to make frequent connections to evidence from the past.

The content is based on standards from the National Council for History Education (1997), the National Center for History in the Schools (1996), and the National Council for Social Studies (1994) and is aligned to state standards.

Apex Health

Prerequisites: None
Recommended Grades: 9, 10, 11, 12
Length: One semester

Health is a valuable, skills-based health education course designed for general education in grades 9 through 12. Health helps students develop knowledge, attitudes, and essential skills in a variety of health-related subjects, including mental and emotional health; nutrition; physical activity; substance use and abuse; injury prevention and safety; and personal health, environmental conservation, and community health resources.

Through use of accessible information and real-life simulations, students apply the seven health skills. These include access to valid health information; self-management; analysis of internal and external influences; interpersonal communication; decision-making; goal setting; and advocacy. Students who complete Health build the skills they need to protect, enhance, and promote their own health and the health of others.

The content is based on the National Science Teachers Association (NSTA) standards and is aligned to state standards.

Apex Physical Education

Prerequisites: None
Recommended Grades: 9, 10, 11, 12
Length: One Semester

Physical Education combines the best of online instruction with actual student participation in weekly cardiovascular, aerobic, and muscle toning activities. The course promotes a keen understanding of the value of physical fitness and aims to motivate students to participate in physical activities throughout their lives.

Specific areas of study include: Cardiovascular exercise and care, safe exercising, building muscle strength and endurance, injury prevention, fitness skills and FITT benchmarks, goal setting, nutrition and diet (vitamins and minerals, food labels, evaluation product claims), and stress management. The course requires routine participation in adult-supervised physical activities. Successful completion of this course will require parent/legal guardian sign-off on student-selected physical activities and on weekly participation reports to verify the student is meeting his or her requirements and responsibilities.

Physical Education is aligned to national and state standards and the Presidential Council on Physical Fitness and Sports.

Apex Spanish I

Prerequisites: None
Recommended Grades: 9, 10, 11, 12
Length: Two Semesters

Spanish I teaches students to greet people, describe family and friends, talk about hobbies, and communicate about other topics, such as home life, occupations, travel, and medicine. Each lesson presents vocabulary, grammar, and culture in context, followed by explanations and exercises. Vocabulary includes terms to describe school subjects, parts of the body, and people, as well as idiomatic phrases. Instruction in language structure and grammar includes the structures and uses of present-tense verb forms, imperatives, adjective agreement, impersonal constructions, formal and informal address, and reflexive verbs. Students explore words used in different Spanish-speaking regions and learn about the cultures of Spanish-speaking countries and regions within and outside Europe.

The content is based on the American Council on the Teaching of Foreign Languages (ACTFL) standards.

Apex Spanish II Prerequisites: Spanish I or equivalent

Recommended Grades: 9, 10, 11, 12
Length: Two Semesters

Building on Spanish I concepts, Spanish II students learn to communicate more confidently about themselves, as well as about topics beyond their own lives - both in formal and informal situations. Each lesson presents vocabulary, grammar, and culture in context, followed by explanations and exercises. Students expand their vocabulary in topics such as cooking, ecology, geography, and architecture. Instruction in language structure and grammar includes a review of present-tense verb forms, an introduction to the past tense, the conditional mood, imperatives, impersonal constructions, and reported speech. Students deepen their knowledge of Spanish-speaking regions and cultures by learning about history, literature, culture, and contemporary issues.

The content is based on the American Council on the Teaching of Foreign Languages (ACTFL) standards.

Apex French I Prerequisites: None

Recommended Grades: 9, 10, 11, 12
Length: Two Semesters

French I teaches students to greet people, describe family and friends, talk about hobbies, and communicate about other topics, such as sports, travel, and medicine. Each lesson presents

vocabulary, grammar, and culture in context, followed by explanations and exercises. Vocabulary includes terms to describe school subjects, parts of the body, and people, as well as idiomatic phrases. Instruction in language structure and grammar includes the verb system, adjective agreement, formal and informal address, reflexive verbs, and past tense. Students also gain an understanding of the cultures of French-speaking countries and regions within and outside Europe, as well as insight into Francophone culture and people. The material in this course is presented at a moderate pace.

The content is based on the American Council on the Teaching of Foreign Languages (ACTFL) standards.

Apex French I Prerequisites: French I

Recommended Grades: 9, 10, 11, 12
Length: Two Semesters

French II teaches students to communicate more confidently about themselves, as well as about topics beyond their own lives - both in formal and informal address. Each lesson presents vocabulary, grammar, and culture in context, followed by explanations and exercises. Vocabulary includes terms in cooking, geography, and architecture. Instruction in language structure and grammar includes present- and past-tense verb forms and uses, negation, and direct and indirect objects. Students deepen their knowledge of French-speaking regions and cultures by learning about history, literature, culture, and contemporary issues. The material in this course is presented at a moderate pace.

The content is based on the American Council on the Teaching of Foreign Languages (ACTFL) standards.

Additional Course Descriptions available upon request:
Honors Courses
AP Courses
Music Appreciation

Additional Course offerings for the 2012-2013 School Year:
Psychology
Consumer Math with an emphasis on Personal Finance
Art Appreciation

Course Title: Business Math
Grade Level: Grades 9-12

Course Description: This course is designed for students to learn about small business finance. Topics covered include employees, purchasing, production, sales, and marketing. Students will also complete an application project about small business finance.

Course Outcomes: At the end of this course, the student will have obtained a sufficient mastery level of the materials covered to be able to do the following.

- ✓ Understand expenses and regulations regarding hiring employees.
- ✓ Understand different purchasing systems.
- ✓ Understand and analyze the production cycle.
- ✓ Understand and apply sales and marketing strategies.
- ✓ Apply course content to a small business application.

Course Title: Creative Writing I

Course Description: The purpose of this course is to enable students to develop and use fundamental writing and language skills for creative expression in a variety of literary forms. Emphasis will be on development of a personal writing style. The content should include, but not be limited to, the following: analysis of literary models, impact of audience, purpose, and writing mode, writing process strategies, personal writing style, various creative writing experiences, peer review techniques and publication of final products.

Course Outcomes:

- ✓ Demonstrate awareness of the characteristics of creative writing through analysis of selected literary models (e.g., poetry, short stories, plays, novels, essays, nonfiction);
- ✓ Demonstrate awareness of the impact of context on the writing process (i.e., intended audience, purpose for writing, and writing mode);
- ✓ Demonstrate use of fundamental prewriting strategies to create, select, and organize ideas;
- ✓ Create drafts that demonstrate a personal writing style, using various literary devices appropriate to the text;
- ✓ Edit drafts for content, style, and mechanics; revise as appropriate; and proofread; and
- ✓ Participate in structured peer reviews designed to improve writing through use of suggestions, questions, and statements.

Course Title: Direct Instruction Reading
Grade Level: Grades 9-12

Course Description: In this course, students will practice reading skills that relate to real world activities. Typical lessons include word attack skills, progressive practice reading words in isolation and in context, practice reading sentences, passages, stories and articles, careful monitoring of performance by the teacher, with immediate correction and reinforcement, charting reading speed and accuracy and workbook assignments that reinforce the lessons of the day.

Course Outcomes: At the end of this course, the student will have obtained a sufficient mastery level of the materials covered to be able to do the following:

- ✓ Use increased vocabulary;
- ✓ Identify and reading root words and affixes;
- ✓ Read selections with factual information;
- ✓ Read selections that contain new words; and
- ✓ Write answers to comprehension questions.

Course Title: Employability Skills
Grade Level: Grades 9-12

Course Description: The vocational aspect of the curriculum is designed to enhance and develop the student for the world of work. Each student will be equipped with the essential tools to successfully gain and maintain employment. Students will gain knowledge on topics such as interviewing, resume writing, and job seeking through real world experiences and job readiness courses.

Course Outcomes: At the end of this course, the student will have obtained a sufficient mastery level of the materials covered to be able to do the following:

- ✓ Successfully complete job applications;
- ✓ Be knowledgeable and prepared for job interviews; and
- ✓ Complete important forms such as W2's.

LSLP - Life Skills Learning Plan

STUDENT INFORMATION

NAME: _____ D.O.B: _____

LAST SCHOOL ATTENDED: _____ GRADE LEVEL: _____

GUARDIAN NAME: _____

STREET ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

HOME PHONE: _____ CELL: _____

WORK PHONE: _____ EMAIL: _____

OTHER INFORMATION

MEETING INFORMATION

MEETING DATE: _____

MEETING TYPE:

- ☐ INITIAL (TRANSITION) LSLP
- ☐ ACADEMIC REVIEW
- ☐ IAT - RTI FOLLOW-UP
- ☐ ANNUAL REVIEW
- ☐ OTHER

NEXT ANNUAL REVIEW DATE: _____

TRANSITION LAB REQUIREMENTS

(Check when complete)

- ☐ SCANTRON PERFORMANCE SERIES
- ☐ OCIS/VOCATIONAL ASSESSMENT
- ☐ PHILLIP ROY EARNED (1 CREDIT)
- ☐ SPARK 3000 LEVELSET & ASSIGNED
- ☐ FES NEEDS SURVEY
- ☐ SCHOOL PSYCH. MEETING
- ☐ APEX MASTERY
- ☐ STUDY SKILLS EARNED (.5 CREDIT)

CURRENT STUDENT TRACK

(Track placement made with student input based on goals and plans)

- ☐ COLLEGE PREP TRACK
 - ☐ w/ INTERVENTIONS
 - ☐ NO INTERVENTIONS
- ☐ CAREER PREP TRACK
 - ☐ w/ INTERVENTIONS
 - ☐ NO INTERVENTIONS

LSLP - Life Skills Learning Plan

1. FUTURE PLANNING (What do you want to be when you grow up?)

2. AREAS NEEDING CLASSROOM INTERVENTIONS

(Items checked yes will be addressed with specific interventions in the LSLP)

Does the student exhibit/report behaviors that may need classroom interventions?	YES	☐	NO	☐
Does the student have limited English proficiency?	YES	☐	NO	☐
Does the student exhibit/report attention issues?	YES	☐	NO	☐
Does the student exhibit difficulties with reading fluency?	YES	☐	NO	☐
Does the student exhibit difficulties with reading comprehension?	YES	☐	NO	☐
Does the student exhibit difficulties writing?	YES	☐	NO	☐
Does the student exhibit difficulties with mathematics?	YES	☐	NO	☐
Does the student exhibit difficulties with study skills?	YES	☐	NO	☐
Are there any social/emotional concerns that may require ongoing interventions?	YES	☐	NO	☐
Are there any other areas that need addressed with ongoing intervention?	YES	☐	NO	☐

3. CURRENT ACADEMIC PROFILE

ASSESSMENT RESULTS

SCANTRON PERFORMANCE SERIES

READING	LANG. ARTS	LIFE SCI.	MATH

SPARK 3000

INITIAL LEVEL SET	

OHIO GRADUATION TESTS

Reading	WRITING	MATH	SCIENCE	SOC. STUD.

WHAT ARE THE STUDENT'S STRENGTHS?

WHAT ARE THE STUDENT'S GENERAL AREAS OF WEAKNESS?

LSLP - Life Skills Learning Plan

4. VOCATIONAL CAREER PLAN

A STATEMENT OF CAREER AND/OR EDUCATIONAL INTERESTS OF THE STUDENT

CAREER ASSESSMENT SUMMARY RESULTS (O.C.I.S.-IDEAS & SKILLS OR INTEREST PROFILER)

POSTSECONDARY CAREER/EDUCATION PLAN

POST SECONDARY CAREER GOAL:		
COURSE OF ACTION: (Ex.: Complete ACT/SAT, apply to school, complete financial aid, etc.)		**NOTES:**
BEGIN DATE:	**DEADLINE TO COMPLETION:**	

IN SCHOOL EMPLOYMENT PLAN

EMPLOYMENT GOAL FOR THIS SCHOOL YEAR:	**NOTES:**
COURSE OF ACTION:	**NOTES:**

INDEPENDENT LIVING

SHORT TERM GOAL:	**LONG TERM GOAL:**
COURSE OF ACTION: (Must attend life skills classes for housing search, budgeting, etc.)	**AGENCY/RESOURCES:**

LSLP - Life Skills Learning Plan

STUDENT NAME: _____ OFFICIAL TRANSCRIPTS? YES ☐ NO ☐

ENGLISH – 4 CREDITS

COURSE TITLES	CREDIT	DATE STARTED**	SILT*	DATE COMPLETE	SILT*
			☐		☐
			☐		☐
			☐		☐
			☐		☐
			☐		☐
			☐		☐
			☐		☐
			☐		☐

MATH – 3 CREDITS

COURSE TITLES	CREDIT	DATE STARTED**	SILT*	DATE COMPLETE	SILT*
			☐		☐
			☐		☐
			☐		☐
			☐		☐
			☐		☐
			☐		☐

SCIENCE – 3 CREDITS

COURSE TITLES	CREDIT	DATE STARTED**	SILT*	DATE COMPLETE	SILT*
			☐		☐
			☐		☐
			☐		☐
			☐		☐
			☐		☐
			☐		☐

SOCIAL STUDIES – 3 CREDITS

COURSE TITLES	CREDIT	DATE STARTED**	SILT*	DATE COMPLETE	SILT*
			☐		☐
			☐		☐
			☐		☐
			☐		☐
			☐		☐
			☐		☐

ELECTIVES – 7 CREDITS

COURSE TITLES	CREDIT	DATE STARTED**	SILT*	DATE COMPLETE	SILT*
			☐		☐
			☐		☐
			☐		☐
			☐		☐
			☐		☐
			☐		☐
			☐		☐
			☐		☐
			☐		☐
			☐		☐
			☐		☐
			☐		☐
			☐		☐

* - Check off this box when the course has been submitted to SILT for add/drop in PowerSchool

** - Denote credits transferred from the transcript with "T" or "Transferred" in the Date Started field

LSLP - Life Skills Learning Plan

6. ACADEMIC INTERVENTIONS

(Use one page per content area. Insert additional pages as needed)

AREA:	

PRESENT LEVEL OF ACADEMIC ACHIEVEMENT AND FUNCTIONAL PERFORMANCE

MEASUREABLE GOAL (S.M.A.R.T. goal)

METHODS FOR MEASURING PROGRESS TOWARDS GOAL

- ☐ Curriculum Based Assessment
- ☐ Anecdotal Records
- ☐ Checklists
- ☐ Inventories
- ☐ Portfolio
- ☐ Short-Cycle Assessments
- ☐ Running Records
- ☐ Rubrics
- ☐ Observation
- ☐ Performance Assessments
- ☐ Work Samples

MEASUREABLE OBJECTIVES

NUMBER	OBJECTIVE

INTERVENTION STRATEGIES/ACTIONS

NUMBER	INTERVENTION DESCRIPTION

STUDENT RESPONSE TO INTERVENTION

WEEKS SINCE STARTED	OUTCOME
3 WEEKS	
6 WEEKS	
9 WEEKS	
12 WEEKS	

ADDITIONAL COMMENTS:

OH LSCs

2011-2012

School Year Calendar

Prog 105

July 11 — 10

Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

August 11 — 22

Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

September 11 — 20

Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

October 11 — 21

Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

November 11 — 19

Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

December 11 — 12

Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

January 12 — 20

Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

February 12 — 20

Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29			

March 12 — 21

Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

April 12 — 15

Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

May 12 — 21

Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

June 12 — 16

Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

- First Day for Students *(7/18/11)*
- Last Day for Students *(6/22/12)*
- Holiday - No Classes
 See dates below
- In Service - No Students
- Progress Reports
- OGT Testing Days
- Scantron Norming Periods
- Spark 3000 Release Dates
- Parent Teacher Conferences
- School Closed

Sept 5 - Labor Day
Nov 23-25 - Thanksgiving
Dec 20-Jan 2 - Winter Break
Jan 16 - MLK Day
Feb 20 - Presidents' Day
Apr 6-13 - Good Friday, Easter and Spring Break
May 28 - Memorial Day

Total School Days: 217

Total In-Service Days: 12

Created using a template from www.vertex42.com/calendars

Required Training for School Staff Members

Type of Training	Why?	Who is Required to Attend	When
Child Abuse Prevention	ORC 3319.073	Administrators, Teachers, Counselors, & School Psychologists	Within two years of commencing employment with the district and every five years thereafter
Discrimination and Harassment	ORC 3313.666(c) – A district must incorporate information about its "harassment, intimidation, or bullying" policy into employees training materials.	Information to all staff	Annually
School Safety Drills	ORC 3737.73 – Principal shall hold training sessions regarding the conduct of school safety drills.	All Employees	Annually
Heimlich Maneuver Training	ORC 3313.815	At least one employee who has received instruction in methods to prevent choking and has demonstrated an ability to perform the Heimlich maneuver must be present while students are being served. Recommended for all staff.	Annually
Safety and Violence Training	ORC 3319.073 – Expanded Child Abuse detection training requirements to include the topics of violence and substance abuse prevention, and positive youth development.	Nurses, teachers, counselors, school psychologists and administrators who work with children in kindergarten through grade six	Within two years of commencing employment with the district and every five years thereafter
Automated External Defibrillator	ORC 3313.717; 3314.16 – Each school shall have an automated external defibrillator. Sufficient number of staff members at the school who successfully complete an appropriate training course on the use of an automated external defibrillator and cardiopulmonary resuscitation.	Three Employees	Determined by type of certification (may be 1 or 2 year certification)

Blood Borne Pathogen	OSHA 1910.1030 – Mandates Blood Borne pathogen training for employees and others that may come into contact with blood and blood related tools and equipment	All Employees	Annually
CPR		Four Employees	Annually or as certification states

ATTACHMENT 8

RETIREMENT, HEALTH AND OTHER EMPLOYEE BENEFITS

The School has contracted with an operator for provision of all daily operations of the School facility, including provision of teaching and non-teaching staff. At this time, it is not anticipated that the School will have any employees.

1. Personnel Policies

As required by Revised Code 3314.03(A)(11)(d), the School will comply with Revised Code Section:

9.90 (relating to insurance for educational employees);
9.91 (relating to the treatment of tax sheltered annuities for educational employees);
2151.421 (relating to reporting child abuse or neglect);
2313.18 (relating to employees called to jury duty);
3319.313 (relating to improper conduct by a licensed employee);
3319.314 (relating to reports of improper conduct in a personnel file);
3319.315 (relating to priority of rules related to improper conduct by a licensed employee);
3319.39 and 3319.391 (relating to criminal records checks);
4111.17 (relating to prohibition on discrimination in payment of wages);
4113.52 (relating to reporting violations of law by an employer or fellow employee); and
Chapters: 2744 (relating to political subdivision tort liability);
4123(relating to workers' compensation);
4141(relating to unemployment compensation); and
4167(relating to public employment risk reduction program).

2. Health Insurance and Retirement

Employees of the School will remain subject to Revised Code Chapter 3307 (relating to State Teachers Retirement System) or 3309 (relating to Public School Employees Retirement System) to the extent required by Section 3314.10 of the Revised Code.

3. Staff Notice of Contract Termination

The School shall be under the direction of a Governing Authority, which shall be its Board of Directors. As described in Attachment 14, the Board of Directors will contract with an operator for daily operation of the School. Pursuant to the Management Agreement, the operator shall provide teachers and staff for the School. The Operator will provide the Board of Directors with various reports on performance of the School including: enrollment; attendance; academic performance; financial status of the School (including balance sheets, income statements, budget reports, etc.); information concerning parent student satisfaction; withdrawals; suspensions; and expulsions.

The Board has elected to partner and contract with its operator to provide the initial financial, administrative and operational resources necessary to successfully open a community school in Ohio. The operator is able to secure the initial capital outlay for the School's facilities, equipment and technology. As a result, the Board will not be solely reliant on the availability of charitable contributions or federal and state grants. As such, prospective students will enter the School as envisioned, with all available equipment, technology, software and curricular materials necessary to accomplish the School's mission. Through said partnership, the Board can help ensure that the School is indeed an epicenter where student resources are aligned and connected.

The Life Skills Centers

EMPLOYEE HANDBOOK



Effective August 1, 2011

The laws of the United States guarantee equal employment opportunity for all persons regardless of race, sex, age, religion, national origin, disability or any other status protected under federal, state or local law. It is our policy to hire the best-qualified applicants for all positions without regard to race, color, religion, sex, sexual orientation, sexual identity, national origin, age, disability, handicap, veteran status, military status, genetic information or any other classification protected by federal, state or local law and provide equal treatment and opportunity in all terms, conditions and privileges of employment including, but not limited to job placement, training, compensation, discipline, advancement and termination.

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I. Welcome & Introduction

Welcome to our School

We are pleased to welcome you to **our School**. We believe that our employees play a major role in our students' educational success. We take pride in the fact that we have created an atmosphere within our School that allows employees to feel a genuine sense of accomplishment. We believe that the School and its individual employees are evaluated at a higher standard than other companies because we seek to fulfill our obligations to Educate, Innovate and Inspire our students, parents, and our communities; and we strongly encourage our employees to play a positive role in community endeavors.

In order to operate more efficiently, the School has hired White Hat Management to manage certain operations of the School, including the human resources function. From time to time you will receive documents from White Hat Management. Please remember that White Hat Management is not your employer, but simply manages the Human Resources function of the School.

This Handbook was developed to assist you as an employee. It highlights the important responsibilities, benefits and personnel polices that apply to you. This Handbook should not be construed as an employment contract or an agreement for employment. This Handbook does not otherwise change the terms and conditions of your employment with the School.

Mission Statement (Academies Mission Statement)

It is our mission to provide an effective, consistent and academically rigorous education in a safe, disciplined and nurturing environment. We will empower students to reach their fullest potential by implementing a comprehensive curriculum facilitated by highly effective educators in collaboration with families and the community, and supported by progressive technology.

We will develop the problem-solving and social skills of our students to enable them to contribute to and excel in an ever-changing global society.

Vision

Will be the premier schools of choice by:

- Providing effective instruction that will empower our students to exceed the state's academic expectations;
- Building positive relationships with students, families, and the community; and
- Developing students who respect humanity and have the courage to succeed.

There is HOPE for every child.

Handbook Guidelines/ Introductory Statement

This Handbook is designed to familiarize you with the School and to provide you with information about working conditions, employee benefits, and some of the policies affecting your employment. You should read, understand, and comply with all provisions of this Handbook. It describes many of your responsibilities as an employee and outlines the programs developed by the School to benefit employees.

No employee handbook can anticipate every circumstance or question about a policy. The need may arise and the School reserves the right to revise, supplement, or rescind any policy or portion of the Handbook from time to time as it deems appropriate, in its sole and absolute discretion. Employees will, of course, be notified of such changes to the Handbook as they occur.

These provisions replace all other existing policies and practices and shall not be changed or added to without the express written approval of the Human Resources Department and the management company's senior executive team also known as the "Executive Team"[1].

[1] The Senior Executives of the management company are composed of the Chief Officers, Vice Presidents, and the Human Resources Director.

II. General Information

Equal Employment Opportunity

The School is an equal opportunity employer. As such, the School offers equal employment opportunities without regards to race, color, religion, sex, sexual orientation, sexual identity, national origin, age, disability, handicap, veteran status, military status, genetic information or any other classification protected by federal, state or local law. These opportunities include all terms, conditions and privileges of employment including, but not limited to job placement, training, compensation, discipline, advancement and termination.

Employees who believe they are being or have been unlawfully discriminated against should immediately report the incident to their immediate supervisor or the Human Resources Department. The School does not authorize or condone unlawful discrimination. If an employee, staff or administration is found to have unlawfully discriminated against another employee(s) or retaliated against or intimidated any person who makes a complaint about discrimination, appropriate disciplinary action, up to and including termination, will be taken.

The School prohibits retaliation against any employee for filing a good faith complaint of discrimination or for providing true information pursuant to an investigation of a complaint.

Reasonable Accommodation in Employment

The School is committed to complying fully with the Americans with Disabilities Act (ADA), as amended, the Rehabilitation Act, and any similar state or local law, to ensure equal opportunity in employment for qualified persons with disabilities. All employment practices and activities are conducted on a non-discriminatory basis.

The School offers equal employment opportunities to all qualified disabled or handicapped persons in all employment-related decisions without regard to disability or handicap in federally assisted programs. These opportunities include, but are not limited to, recruitment, hiring, promotion, award of tenure, layoff and rehiring, rates of pay, fringe benefits, leave, job assignment, training, and participation in employer-sponsored activities.
A qualified handicapped person or qualified individual with a disability is any individual with a handicap or disability who, with reasonable accommodation, can perform the essential functions of a job.

Pre-employment inquiries are made only regarding an applicant's ability to perform the duties of the position. Post-offer medical examinations are required only for those positions in which there is a bona fide job-related physical requirement. Such physical examinations are given to all persons entering the position only after conditional job offers. Any medical records obtained by the School will be kept separate and confidential. Reasonable accommodation is available to all disabled or handicapped employees, where their disability affects the performance of essential job functions. All employment decisions are based on the merits of the situation in accordance with defined criteria, not the disability of the individual.

An employee with a disability who believes that an accommodation is necessary to enable them to perform their job should contact the Human Resources Department and the employee will be responsible for providing all requested medical and other pertinent information.

Non-Discrimination in Programs or Activities

The School is committed to complying with Title VII of the Civil Rights Act of 1964 , the amended Civil Rights Act of 1991 (CRA), and Section 504 of the Rehabilitation Act, or any other federal law which may govern programs or activities receiving federal financial assistance. The School prohibits discrimination on the basis of race, color, sex, and national origin in any program or activity receiving federal financial assistance. Additionally, the School prohibits discrimination on the basis of disability or handicap in any program or activity receiving federal financial assistance. The School does not exclude from participation in, deny benefits to, or discriminate against any individual based on the individual's race, sex, color, national origin, disability or handicap in any program or activity receiving federal financial assistance.

Employee Reporting and Non-Retaliation

Individuals who believe they are being discriminated against, have been unlawfully discriminated against, or witnessed what they believe to be unlawful discrimination in a program or activity which receives federal financial assistance should immediately report the incident to the School's Administrator or to Human Resources. The School Administrator is required to report any complaints of discrimination to Human Resources. Individuals may file complaints of discrimination without prior approval of any School staff, School administrator or other supervisory individual. The School will conduct a prompt investigation of any complaint of discrimination.

The School strictly prohibits retaliation or any intimidating acts against any individual who makes a good faith complaint of discrimination or who participates in good faith in any investigation of a complaint of discrimination. If an employee is found to have unlawfully discriminated against, retaliated against or intimidated an individual who makes a complaint or participates in any investigation, the employee will be subject to appropriate disciplinary action, up to and including termination.

III. Employment

Business Ethics and Code of Conduct

The successful business operation and reputation of the School is built upon the principles of fair practices and ethical conduct of our employees. The continued success of the School is dependent upon our customers' trust and we are dedicated to preserving that trust. Employees have a duty to the School, its customers, and shareholders to act in a way that will earn the continued trust and confidence of the public.

The School will follow all applicable laws and regulations and expects its executives, administrators, educators, and employees to conduct business in accordance with the letter, spirit, and intent of all relevant laws and to refrain from any illegal, dishonest, or unethical conduct.

If a situation arises where it is difficult to determine the proper course of action, the matter should be discussed openly with your immediate supervisor, the Executive Team, and, if necessary, with the Human Resources Department for advice and consultation.

Compliance with this policy of business ethics and conduct is the responsibility of every School employee. Disregarding or failing to comply with this standard of business ethics and conduct could lead to disciplinary action, up to and including possible termination of employment.

Job Postings

The School provides employees an opportunity to indicate their interest in open positions and advance within the organization according to their skills and experience. In general, notices of all regular, full-time job openings are posted, although the School reserves its discretionary right to not post a particular opening.

Job openings will be posted at www.hope-academies.com, www.ohdela.com, and www.wediducan.com and normally remain open for 30 days. Each job posting notice will include the dates of the posting period, job title, department, location, grade level, job summary, essential duties, and qualifications (required skills and abilities).

To be eligible to apply for a posted job, employees must have an outstanding performance record in their current position. Employees who have a written warning on file or who are on probation or suspension are not eligible to apply for posted jobs.

Employment Applications

The School relies upon the accuracy of information contained in the employment application, as well as the accuracy of other data presented throughout the hiring process and employment. Any misrepresentations, falsifications, or material omissions in any of this information or data is cause for termination and may result in the exclusion of the individual from further consideration for employment or, if the person has been hired, termination of employment without regard to when the misrepresentation, falsification or material omission was discovered.

Employment Reference Checks

The Human Resources Department will respond to outside employers requesting reference checks for previous employees in writing only to those reference check inquiries that are submitted in writing. Responses to such inquiries will confirm only dates of employment and

position(s) held. No additional employment data will be released without a written authorization and release signed by the individual who is the subject of the inquiry.

Employees are not permitted to give employment references, whether verbal or written, for a current or former employee. Only Human Resources can provide employment references. All performance questions regarding salary, dates of employment, etc., shall be referred to Human Resources who will provide the requested information in accordance with this policy.

Employee Relations

Employment of Relatives

The School welcomes the opportunity to discuss employment of relatives. It is the School's policy, however not to place immediate family in any department where there would be a supervisory relationship. This includes the marriage of current co-School employees. Immediate family for this policy is interpreted as brother, sister, spouse, son, daughter, mother or father. Immediate family for this policy also includes mother-in-law, father-in-law, son-in-law, daughter-in-law, and significant other when the persons are living together. In addition to the hiring and placing of qualified immediate family members, every effort will be made to avoid situations from which questions of favoritism or the proper handling of confidential information might arise. This also includes situations when the immediate family member serves on the non-profit governing board. When employees are dating, the relationship should be revealed to your supervisors in writing to avoid a conflict of interest or an appearance of impropriety.

Employee Dating

The School strongly believes that an environment where employees maintain clear boundaries between employee personal and business interactions is most effective for conducting business.

1. During working hours and in working areas employees are expected to refrain from public workplace displays of affection or excessive personal conversation.
2. Romantic and/or sexual relationships between supervisors and subordinates in the same work location are strictly prohibited.
3. Administrators, Supervisors, Managers or anyone in a sensitive or influential position must disclose the existence of any relationship with another coworker that has progressed beyond a platonic friendship. Disclosures should be made to the immediate supervisor or Human Resources Director. This disclosure will enable the organization to determine whether any conflict of interest exists.

In cases where a conflict or the potential for conflict arises, because of the relationship between employees, even if there is no line of authority or reporting involved, the employees may be separated by reassignment or terminated from employment.

Criminal Records Check

According to statutory requirements, employees must provide a criminal history records check/report. All criminal records check/reports should be processed prior to beginning employment. State laws specify circumstances under which the employment or continued employment of persons with certain criminal records is prohibited. For details, please see your supervisor or contact the Human Resources Department.

Scholastic Requirements

Employees must possess and maintain the minimum educational requirements and if applicable, valid certification/licensure as required by state laws. Failure to maintain the required certification may result in termination of employment.

Immigration Law Compliance
The School is committed to employing only United States citizens and aliens who are authorized to work in the United States and does not unlawfully discriminate on the basis of citizenship or national origin in compliance with the Immigration Reform and Control Act of 1986. Each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility. Former employees who are rehired must also complete the form if they have not completed a Form I-9 with the School within the past three years, or if their previous Form I-9 is no longer retained or valid.

Conflicts of Interest
Employees have an obligation to conduct business within guidelines that prohibit actual or potential conflicts of interest. This policy establishes only the framework within which the School operates. The purpose of these guidelines is to provide general direction so that employees can seek further clarification on issues related to the subject of acceptable standards of operation. Please contact the Executive Team or the Human Resources Department for more information or questions about conflicts of interest.

An actual or potential conflict of interest occurs when an employee is in a position to influence a decision that may result in a personal gain for that employee or for a relative as a result of the School's business dealings. For the purposes of this policy, a relative is any person who is related by blood or marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage.

If employees have any influence on transactions involving purchases, contracts, or leases, it is imperative that they disclose to a School officer or member of the Executive Team as soon as possible the existence of any actual or potential conflict of interest so that safeguards can be established in writing to protect all parties.

Personal gain may result not only in cases where an employee or relative has a significant ownership in a firm with which the School does business, but also when an employee or relative receives any kickback, bribe, substantial gift, or special consideration as a result of any transaction or business dealings involving the School.

If the employee has any questions or doubts about a potential conflict of interest, it is the employee's duty to advise the School in writing and discuss and resolve the issues prior to the existence of a potential conflict of interest.

Acceptance of Gifts
No employee is to accept a commission, gift or anything of value above twenty-five dollars ($25.00) from individuals, groups, clubs or companies within or outside the School that are supplying, or seeking to supply, material or services required in the operation of the School. Acceptance of such gifts may be cause for dismissal. Employees may attend business luncheons with supervisor approval.

The School considers the presentation of gifts to employees by students and parents/guardians above twenty-five dollars ($25.00) an undesirable practice because this tends to embarrass students with limited means and gives the appearance of currying favors.

Generally, Administrators will approve all gifts of any kind intended for a student from any employee to any student(s), for any reason.

Outside Employment
The School expects that all employees will devote full attention to the performance of their jobs. Outside jobs must not interfere with an employee's performance or availability for emergency or extra work. Outside jobs must not conflict directly or indirectly with the School's business or reflect adversely upon the School's image. Employees who have, or expect to have, an outside job should notify their supervisor in writing two weeks prior to the commencement of such outside employment. The Executive Team may, at its discretion, deny the ability of an employee to undertake outside employment. Acceptance of outside employment or performance of any work for an outside employer while on any type of leave of absence shall be considered a voluntary resignation by the employee, and cause for termination.

Non-Disclosure
The protection of confidential business information and trade secrets is vital to the interests and the success of the School. Such confidential information includes, but is not limited to, the following examples:

> Educational materials, computer processes, computer programs and codes, financial information, pending projects and proposals, research and development strategies, scientific data, and technological data.

All employees must sign a non-disclosure agreement as a condition of employment. Employees who improperly use or disclose trade secrets or confidential business information will be subject to disciplinary action, up to and including termination of employment and legal action, even if they do not actually benefit from the disclosed information.

Because confidential business information and trade secrets can be used only for legitimate business purposes, an employee must immediately return any and all such information on whatever media it is held on and shall not keep any copies when their employment ends.

IV. Employment Status and Classifications

Employee Categories
Each employee is designated as either NON-EXEMPT or EXEMPT from federal and state wage and hour laws. NON-EXEMPT employees are entitled to overtime pay under the specific provisions of federal and state laws. EXEMPT employees are excluded from specific provisions of federal and state wage and hour laws.

In addition to the above categories, each employee will belong to one other employment category:

REGULAR FULL-TIME employees are those who are regularly scheduled to work thirty-five (35) or more hours per week. Generally, they are eligible for the School's benefit package, subject to the terms, conditions, and limitations of each benefit program.

REGULAR PART-TIME employees are those who are regularly scheduled to work less than the regular full-time work schedule. Employees who are regularly scheduled to work twenty-five (25) or more hours per week are eligible for health benefits, subject to the terms, conditions and limitations of the benefit program, and a prorated amount of Paid Time Off "PTO".

HOURLY employees are paid for actual hours worked and the schedule does not guarantee a specific number of hours per week.

Access to Personnel Files
A personnel file on each employee is maintained. The personnel file includes such information as the employee's job application, resume, records of training, documentation of performance appraisals, salary increases, and other employment records.

Personnel files are the property of the School, and access to the information they contain is restricted. Generally, only Administrators and management personnel who have a legitimate reason to review information in a file are allowed to do so.

Employees who wish to review their own file should contact their Administrator and/or the Human Resources Department in writing. With reasonable advance notice, employees may review their own personnel files in the School or corporate office and in the presence of an individual appointed by the School to maintain the files.

Personnel Data Changes
It is the responsibility of each employee to promptly notify their Administrator of any changes in personnel data. Personal mailing addresses, telephone numbers, number and names of dependents, individuals to be contacted in the event of an emergency, educational accomplishment, and other such status reports must be accurate and current at all times. If any personnel data has changed, notify your Administrator immediately.

V. Conditional Employment

For all staff members hired on a conditional basis (pending passage of a background check, certificate/licensure issuance, passage of a required teacher exam, etc.); no employment agreement will be issued until the condition is satisfied.

Likewise, all contingent bonuses and potential salary increases will not be initiated until the conditions of employment are met. These payments are contingent on completing the academic year.

Failure to comply with the conditions of employment may result in disciplinary action if they are not met within the time frame specified at the time of employment. This may include demotion, suspension with or without pay, or termination of employment.

VI. Employee Pay and Benefits

Salary Basis Policy

The Fair Labor Standards Act (FLSA) requires that certain employees be paid overtime pay at time and one-half the regular rate of pay for all hours worked over 40 hours in a work week.

The FLSA, however, provides an exemption from both minimum wage and overtime pay for certain employees (i.e., executive, administrative, professional and outside sales employees and for certain computer employees). Such employees must generally be paid on a salary basis (i.e., a predetermined amount not subject to reduction).

Typically, the School must pay an exempt employee his/her full salary for any work week in which the employee performs any work. The School, however, may make deductions from an exempt employee's pay under certain circumstances (e.g., the employee is absent from work for one or more full days for personal reasons other than sickness or disability; for absences of one or more full days due to sickness or disability if made in accordance with a bona fide plan; to offset amounts employees receive as jury or witness fees, or for military pay; or for unpaid disciplinary suspensions of one or more full days imposed in good faith for workplace conduct rule infractions).

It is the School's policy to comply with the requirements of the FLSA. Therefore, the School does not allow deductions from an employee's pay that violate the FLSA.

If you believe that the School has made an improper deduction from your salary, you must immediately advise Human Resources that an improper deduction has occurred.

The School will investigate all reports of improper deductions. If the School determines that an improper deduction has occurred, the School will promptly reimburse you for that deduction.

Employee Benefits

Eligible employees are provided a wide range of benefits. A number of the programs (such as State Teachers and School Employee Retirement, state disability, and unemployment insurance) cover all employees in the manner prescribed by law.

Benefits eligibility is dependent upon a variety of factors, including employee classification. Your supervisor can identify the programs for which you are eligible. Details of many of these programs can be found elsewhere in the School Employee Benefits Manual.

Employees who are regularly scheduled to work twenty-five (25) or more hours per week are eligible to participate in the School's health care benefits. Employees who are regularly scheduled to work thirty-five (35) or more hours per week are eligible for the School's benefit package. The eligibility of an employee for any specific benefits are listed in the plan description documents which take precedence over this Handbook or any other statements made by School employees as to eligibility, coverage, or reimbursement. Elected benefits, if appropriately requested, are effective after thirty days of employment. All enrollment paperwork must be completed and submitted to the supervisor within three (3) business days of commencement of employment. Paperwork not turned in will result in the employee not receiving coverage until the beginning of the next Open Enrollment period or may be subject to Late Enrollee restrictions.

For specific details regarding employee benefits please refer to the School Employee Benefits Manual and/or your personal Compensation and Benefits Web page.

Please refer to the School Employee Benefits Manual or contact your supervisor regarding the necessary employee contributions.

The School retains the ability to add to, amend, alter, or eliminate the employee's benefit programs, including eligibility, co-pays, deductibles, or coverage.

Holidays
For a list of holidays, please refer to the School calendar and/or Compensation and Benefits Webpage. It may be necessary to require various staff to work on days on which the School is closed. The School will attempt to give as much prior notice as possible of the need for an employee to work a holiday.

Workers' Compensation Insurance
The School provides a comprehensive workers' compensation insurance program at no cost to employees. This program covers any injury or illness sustained in the course of employment that requires medical, surgical, or hospital treatment. Subject to applicable legal requirements, workers' compensation insurance provides benefits after a short waiting period, or immediately if the employee is hospitalized.

Employees who sustain work-related injuries or illnesses should inform their supervisor immediately. No matter how minor an on-the-job injury may appear, it is important that it be reported immediately. This will enable an eligible employee to qualify for coverage as quickly as possible.

Neither the School nor the insurance carrier will be liable for the payment of workers' compensation benefits for injuries that occur during an employee's voluntary participation in any off-duty recreational, social, or athletic activity sponsored by the School.

Bereavement Leave
Employees who wish to take time off due to the death of an immediate family member must notify their supervisor immediately.

Up to (3) days of paid funeral leave will be provided to all regular full-time employees at the time of death of an employee's family member which includes: the employee's spouse, child(ren), parent or custodial relative acting in the role of a parent or caregiver for the employee during their life, siblings, grandparents, aunts, uncles, cousins, parent-in-laws, grandchild(ren), nieces, or nephews.

Funeral Leave will normally be granted unless there are unusual school and/or business needs or staff requirements. Upon return, it is customary that documentation is provided to the supervisor. Paid funeral leave days do not count toward an employee's paid time off.

Jury Duty
The School encourages employees to fulfill their civic responsibilities by serving jury duty when required. An employee must present jury duty summons to the supervisor as soon as possible so that arrangements may be made to accommodate the absence. If the court schedule releases the employee from jury duty prior to the end of the workday, the employee must

promptly contact the supervisor to determine whether they should return for the rest of their scheduled time of work that date.

Full-time employees are eligible for up to five (5) paid days per school year for jury duty. The amount of pay received from the court for jury duty will be offset against the amount of the employee's regular pay. Paid jury duty days do not count toward an employee's paid time off.

Leave of Absence
Employees requesting a leave of absence should notify their supervisor both verbally and in writing, at least 30 days in advance of the leave, or as soon as the need for leave is known. The supervisor will communicate with the Human Resources Department for approval/denial of the leave. If the leave is approved, the Human Resources Department will send details of the leave to the employee's home. For details on FMLA, please refer to the FMLA section below. Except for appropriately requested and granted FMLA leave, any such leave of absence is at the discretion of the School. It is suggested that the employee confirm approval of the leave through the Human Resources Department.

Family & Medical Leave Act (FMLA)
In accordance with the Family and Medical Leave Act ("FMLA"), the School provides eligible employees with Family and Medical Leave, provided that the employees comply with the requirements of this Policy.

It is an employee's responsibility to understand and comply with this Policy, including the notice and certification requirements. Failure to abide by these requirements may result in denial of the request for leave, or termination of the employee's leave.

Where a particular state or locality has enacted a family and medical leave law that offers more protections or benefits than set forth below, the School will comply with those other laws as required.

Eligibility for Leave

The School will provide up to 12 work weeks of unpaid leave during a single 12-month period for one or more of the following reasons:

- Birth of the employee's son or daughter and to care for the newborn. Leave for this purpose must conclude within 12 months of the birth of the child.

- Placement with the employee of a son or daughter for adoption or foster care and to care for the newly placed child. Leave for this purpose must conclude within 12 months of the placement of the child.

- Care for the employee's spouse, son, daughter or parent with a serious health condition;

- A serious health condition that prevents the employee from performing the essential functions of his or her job; and

- A qualifying exigency arising out of the fact that the employee's spouse, son, daughter or parent is a covered military member *and* is on or has been called to active duty service in the Armed Forces of the United States in support of a contingency operation.

The School will provide up to 26 work weeks of unpaid leave during a single 12-month period for the following reason:

- Care for a current member of the Armed Forces (including the National Guard or Reserves) who is undergoing medical treatment, recuperation, therapy, is in outpatient status, or is on the temporary disability retired list due to a serious injury or illness incurred in the line of duty while on active duty.

To be eligible for unpaid leave for any of the circumstances described above, employees must have been employed by the School *for at least 12 months* and *must have worked at least 1,250 hours* during the previous 12 months preceding the leave.

Calculating the "Single 12-Month Period"

In most cases, the single 12-month period is calculated by a "rolling" 12-month window, measured backward from the date the employee uses FMLA Leave.

The only exception is when leave is requested to care for a current member of the Armed Forces who is undergoing medical treatment, recuperation, therapy, is in outpatient status, or is on the temporary disability retired list due to a serious injury or illness incurred in the line of duty while on active duty. In this situation, the single 12-month period begins on the first day the employee takes leave to care for the covered service member, and ends 12 months after that date.

Eligibility for Family and Medical Leave for Spouses Who Both Work for the School
A husband and wife who are *both* employed by the School are *separately* entitled to 12 work weeks of leave within a 12-month period if the leave is needed due to their own serious health condition or for the serious health condition of a child.

A husband and wife who are both employed by the School are *jointly* entitled to a *combined* total of 12 work weeks of leave to care for the birth or placement of a child, to care for a parent with a serious health condition, or for leave arising from a qualifying exigency related to a family member's active duty service in the Armed Forces of the United States in support of a contingency operation.

A husband and wife who both are employed by the School are *jointly* entitled to a *combined* total of 26 work weeks of leave during a single 12-month period to care for a covered service member, to care for the birth or placement of a child, or to care for a parent with a serious health condition.

Intermittent Leave

Employees may take intermittent or reduced scheduled leave, when medically necessary, for leaves of absences taken in connection with a serious health condition of the employee; a serious health condition of a son, daughter, or parent; or leave for a serious injury or illness of a covered service member. Additionally, employees may take intermittent or reduced schedule leave due to a qualifying exigency related to the active duty service or call to active duty of a family member in support of a contingency operation.

An employee taking intermittent or reduced schedule leave may be required to transfer temporarily to an alternate position which better accommodates recurring periods of leave with equivalent pay and benefits. Further, an employee taking intermittent leave for planned medical treatment may be required to schedule the treatment so as not disrupt unduly the employer's operations.

Substituting Available Paid Leave

Employees must substitute accrued paid leave for their FMLA leave. "Substitute" means that the paid leave provided by the employer and accrued by the employee will run concurrently with unpaid FMLA leave. Such leave shall apply to the employee's 12 week or 26 week leave entitlement. Employees must satisfy any procedural requirements required by the paid leave policy in order to receive payment. After an employee exhausts all paid leave during his or her FMLA leave of absence, any time remaining in the employee's 12 week or 26 week entitlement will be unpaid.

Requesting Family and Medical Leave

Employees who wish to avail themselves of Family and Medical Leave under this Policy must fill out a leave request form 30 days or more prior to the date they wish the leave to commence. In cases where the leave was unforeseeable the form must be submitted as soon as possible before the requested leave is to commence.

What Happens to Employee Benefits During the Leave

During the leave, the School will maintain an employee's existing coverage under the School's group health benefit plan in the same manner as if the employee was actively working, but the employee *will be required to pay the cost of coverage*, if any, *as if actively at work*.

Certification Will Be Required

An employee requesting leave due to the employee's own serious illness, to care for a spouse, child, parent with a serious health condition, for exigent circumstances necessitated by the active duty service or call to active duty service in the Armed Forces, or for leave to care for a covered service member with a serious injury or illness must provide the School with the appropriate Certification form.

Certification forms are available at the Human Resources Department and an employee must return such forms within 15 days or as soon as practicable.

Returning From Family and Medical Leave

All employees returning to work from a leave of absence due to his or her own health condition must provide a fitness-for-duty certification. The School does not require a fitness-for-duty for each intermittent or reduced schedule leave absence. But the School may require a fitness-for-duty certification once every 30 days for employees taking intermittent and reduced schedule leave if reasonable safety concerns exist regarding the employee's ability to perform his or her duties.

Employees returning from leave will be given the same or an equivalent position, and reinstated to all benefits they had accrued before the leave. An employee absent on an FMLA leave has no greater rights to reinstatement or to other benefits and conditions of employment than if the employee had been continuously employed during the FMLA leave period. In some circumstances, an employee seeking leave near the end of a school term may be required to continue to take leave until the end of the school term.

Reimbursement of Health Care Coverage if the Employee Fails to Return From a Family and Medical Leave

If the employee fails to return to work at the conclusion of the leave, the School may require the employee to reimburse it for the full cost of health care coverage during a period of unpaid leave. However, the employee may not be asked to reimburse the School if he or she fails to return to work because of the employee's or a family member's legitimate medical reasons; legitimate reasons arising out of a family service member's active duty service or call to active duty service in the Armed Forces in support of a contingency operation; circumstances beyond the employee's control; or, the continuation, recurrence or onset of an employee's or a family member's serious health condition and the employee provides the employer with medical certification within 30 days of the School's request.

Outside Work Prohibited

Employees are absolutely prohibited from engaging in any work outside the School while they are on an approved FMLA leave.

If you have any questions regarding your eligibility for FMLA leave please contact Human Resources.

Military Leave for Family Members

The School will permit eligible employees to take unpaid leave when qualifying family members are called to active duty or are injured, wounded, or hospitalized while serving on active duty.

To be eligible for unpaid Military Leave, employees must meet all of the following requirements:

- The employee must have been employed by the School for at least 12 months.
- The employee must have worked at least 1,250 hours during the 12 months immediately preceding commencement of the leave.
- The employee *must not have any other leave available* (except for sick leave and disability leave).

If an employee is eligible for Military Leave, the employee may receive, once per calendar year, up to 10 days or 80 hours, whichever is less, of unpaid leave during one calendar year. Such leave may be taken for the following reasons:

- The employee is the parent, spouse, or a person who has or had legal custody of a person who is a member of the uniformed services and who is called into active duty in the uniformed services for a period longer than thirty days; or
- The employee is the parent, spouse, or a person who has or had legal custody of a person who is a member of the uniformed services and or is injured, wounded, or hospitalized while serving on active duty in the uniformed services.

"Active duty" means full-time duty in the active military service of the United States. Active duty does not include active duty for training, or for any period that a person is absent for the purpose of examination to determine the fitness of the person to perform any duty.

To request Military Leave on account of a call to active duty, an employee must contact Human Resources and request Military Leave *fourteen days* before the leave is to begin. Military Leave on

account of active duty must occur no more than fourteen days before the deployment, and no more than seven days after the deployment of the member of the uniformed services.

To request Military Leave on account of an injury, wound, or hospitalization, an employee must contact Human Resources and request Military Leave *two days* before the leave is to begin. If the injury, wound or hospitalization is of a critical or life-threatening nature, the employee may begin the leave without providing prior notice to the School.

The School may require employees requesting Military Leave to provide certification from the appropriate military authority to establish that the criteria for military leave have been satisfied.

During Military Leave the School will maintain the employee's benefits which the employer regularly provides to employees. The employee will be responsible for paying the same proportion of the costs of the benefits as he or she regularly pays, including for any group health insurance benefits.

Employees returning from Military Leave will be restored to the position held prior to taking that leave or a position with equivalent seniority, benefits, pay, and other terms and conditions of employment.

Military Leave for Military Members

A military leave of absence will be granted to employees who are absent from work because of service in the U.S. uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA). Advance notice of military service is required, unless military necessity prevents such notice or it is otherwise impossible or unreasonable.

Upon presentation of satisfactory military pay verification data, employees will be paid the difference between their normal base compensation and the pay (excluding expense pay) received while on military duty.

Employees are not required to use their Paid Time Off "PTO" time for Military Leave.

Continuation of health insurance benefits is available as required by USERRA based on the length of the leave and subject to the terms, conditions, and limitations of the applicable plans for which the employee is otherwise eligible.

Employees on military leave for up to 30 days are required to return to work for the first regularly scheduled shift after the end of service, allowing for reasonable travel time. Employees on longer military leave must apply for reinstatement in accordance with USERRA and all applicable state laws.

Employees returning from military leave will be placed in the position they would have attained had they remained continuously employed or a comparable one depending on the length of military service in accordance with USERRA. Such employees will be treated as though they were continuously employed for purposes of determining benefits based on length of service.

Contact the Human Resources Department for more information or questions about military leave.

COBRA
Under Consolidated Omnibus Budget Reconciliation Act (COBRA), employees receiving health benefits and their qualified dependents may be eligible to continue health care coverage under the employee group health plan at their expense following certain qualifying events, which include most situations where employment has ended. You will receive notice of your eligibility for COBRA continuation.

Educational Assistance
The School recognizes that the skills and knowledge of its employees are critical to the success of the organization. The Continuing Education program encourages personal development through formal education so that employees can maintain and improve job-related skills or enhance their ability to compete for reasonably attainable jobs within the School.

The School will provide educational assistance to all eligible, regular full time employees who have completed 30 calendar days of service. To maintain eligibility, employees must remain on the active payroll and be performing their job satisfactorily through completion of each course.

Individual courses or courses that are part of a degree, licensing, or certification program must be related to the employee's current job duties or a foreseeable-future position in the organization in order to be eligible for educational assistance. The School has the sole discretion to determine whether a course relates to an employee's current job duties or a foreseeable-future position. Employees should contact the Human Resources Department for more information or questions about educational assistance.

While educational assistance is expected to enhance an employee's performance and professional abilities, it cannot guarantee that participation in formal education will entitle the employee to automatic advancement, a different job assignment, or pay increases.

The School invests in educational assistance to employees with the expectation that the investment be returned through enhanced job performance. However, if an employee voluntarily separates from the School within one year of the last educational assistance payment, the amount of the payment will be considered only a loan and shall be reimbursed to the School or deducted from the said employees' final pay.

Paid Time Off "PTO"
Paid Time Off "PTO" is an all purpose time-off policy for eligible employees to use, as appropriate, for illness or injury and personal business. It combines traditional personal, sick, and vacation leave plans into one flexible, paid time-off policy.

Full Time Employees are eligible to receive PTO. Employees will forfeit any PTO time which the employee does not use before the termination of his or her employment agreement, if any, with the School. Employees who have an agreement should refer to their agreement. In addition, employees will forfeit any PTO time which the employee does not use before June 30th of the year in which it is received.

The amount of PTO each employee receives will depend on the employee's circumstances such as seniority and location. For the amount of PTO you will receive, please refer to your current Benefits Manual, Compensation and Benefits Website, or contact the Human Resources Department.

Employee Volunteer Policy
The School recognizes its our responsibility as good citizens to help enrich our surrounding communities of residence and work. We encourage our employees to become involved in their communities, by lending their voluntary support to programs that positively impact the quality of life within our communities.

This policy allows all full-time employees to take up to 8 hours of time once a year to participate in their specific volunteer program with no penalty against their PTO time. Volunteer time should be on a set schedule to help with the coordination of other work-related responsibilities. It should not conflict with the peak work schedule and other work-related responsibilities or create the need for overtime or cause conflicts with other employees' schedules. Details regarding this policy are available by contacting the Human Resources Department.

Life Insurance
Life insurance offers you and your family important financial protection. The School provides a basic life insurance plan of $25,000.00 for eligible employees. Additional supplemental life insurance coverage may be purchased. Eligible employees may participate in the life insurance plan subject to all terms and conditions of the agreement between the School and the insurance carrier. Details of the basic life insurance plan including benefit amounts are described in the Summary Plan Description provided to eligible employees. Contact the Human Resources Department for more information about life insurance benefits.

VII. Time Keeping and Payroll

Time Keeping

Accurately recording time worked is the responsibility of all employees. Federal and state laws require the School to keep an accurate record of time worked in order to calculate employee pay and benefits. Time worked is all the time actually spent on the job performing assigned duties.

Nonexempt employees should accurately record the time they begin and end their work, as well as the beginning and ending time of each meal period. They should also record the beginning and ending time of any split shift or departure from work for personal reasons. Overtime work must always be approved before it is performed.

Altering, falsifying, tampering with time records, or recording time on another employee's time record may result in disciplinary action, up to and including termination of employment.

Employees must record all time worked and are not permitted to work “off the clock.” It is a violation both for an employee to fail to record time worked as well as for an employee to request that another employee work without recording their time appropriately. Failure to appropriately record time worked can lead to discipline up to and including termination for the employee and any employee who requests or allows an employee to work “off the clock.” Requesting an employee to work “off the clock” and intentionally working “off the clock” is just cause for termination from employment.

All employees should report to work no more than 5 minutes prior to their scheduled starting time and stay no later than 5 minutes after their scheduled stop time without expressed, prior authorization from their supervisor.

If corrections or modifications are made to the time record, both the employee and the supervisor must verify the accuracy of the changes by updating the time record in the electronic Time and Attendance System.

Notification of Absence

Employees who are unable to report to work must notify their Administrator at least one hour prior to their scheduled start of the work day or as directed. The employee must likewise notify their Administrator of any subsequent day(s) of absence. If an employee is off work for an illness three or more days, a written doctor’s note is required upon return to work. For illnesses of more than three consecutive days, the employee and their Administrator must discuss the possibility of a leave of absence, and immediately notify the corporate Human Resources Department.

Excessive unapproved time off is considered disruptive to the School operation and is not acceptable. An employee’s employment may be terminated if time off is deemed to be excessive. Unapproved absences or absences not protected by law in excess of 7 days constitutes excessive absenteeism and is just cause for dismissal. Employment may be immediately terminated if the employee fails to communicate an absence unless it is of a dire emergency situation.

Unapproved absences, absences not protected by law, or tardiness for reasons other than dire emergency will not be condoned. Absence or tardiness for reasons other than those given above require permission of the Executive Team and may necessitate immediate disciplinary action up to and including reduction in pay and/or termination of employment.

Requests for Time Off
All Employees are required to complete a "Request for Time off Form" when they plan to take PTO time. The Administrator is responsible for signing off on the form and indicating if the request is approved or denied. All approved requests must be entered into the electronic Time and Attendance System. The forms are to remain at the School and be placed in a separate location for staff review and/or audit.

Payroll
All employees are paid semi-monthly. They are paid on the fifteenth (15^{th}) and the last working day of each month. If a payday falls on a Saturday or Sunday, the pay is issued on the Friday prior to that day.

Hourly employees are paid an amount which reflects the hours worked up to the payroll deadline each payday. The Human Resources Department will provide a payroll due date schedule showing the pay dates and the corresponding cut-off date at the beginning of the school year. Hourly employees are not paid for days when the School is closed. This includes both scheduled and unscheduled closed days.

The School takes precautions to avoid errors in pay. If an error should occur in the employee's pay, the employee must immediately notify their Administrator or the Human Resources Department who will determine whether an adjustment is appropriate. If an adjustment is appropriate, the employee will receive the adjustment on the next regular payday.

An employee's take home pay does not represent the full amount of his/her earnings because the School is required by federal and state laws to make certain deductions. These requirements vary by state. Please refer to the individual state and city for specific tax details.

The employee's earnings and the number of exemptions claimed on the Form W-4 and all other state, city, and local withholding forms determine the amount of income tax withheld from the employee's paycheck. It is to the employee's advantage to keep this information current. The employee can make changes by contacting their Administrator.

Employees are eligible to receive performance based bonuses throughout the year. See your personal Compensation and Benefits Web page for specific details regarding Bonus Pay. Bonus pay is taxed according to the IRS regulations. All bonuses are discretionary.

Other special pays may be issued for project work outside the normal scope of an employee's job. Prior to commencing any project work, approval must be obtained in writing from the Executive team. All applicable federal, state, and city taxes will apply.

School Calendar and Work Schedule Policy
Employees will receive a copy of the School Calendar for their work location. All employees are expected to report for work, as scheduled, for each school day according to management's directive. Employees are required to participate in certain School activities as their respective positions demand. Some of these activities have specific times and places that will be

announced by the Administrator in advance – such as parent-faculty nights, faculty meetings, departmental meetings, assemblies, commencement exercises, fund-raisers, and chaperoning. Employees may also choose to contribute to the support of the total School community by voluntarily participating in activities such as: parents' club events, special student presentations, and athletic events.

Work Schedules
The normal work schedule for all regular full-time employees spans eight and a half hours per day with a thirty minute unpaid lunch break; five days a week. Administrators will advise employees of the times their schedules will normally begin and end. Staffing needs and operational demands may necessitate variations in starting and ending times, as well as variations in the total hours that may be scheduled each day and week. Administrators have discretion to change start and end times, stagger personnel start times, and extend the work day by adding an additional 30 minutes to lunch.

Working Off Site
In some cases, the School considers working from home and/or telecommuting to be a viable alternative work arrangement where the job duties, employee and supervisor are best suited to such an arrangement. Telecommuting allows an employee to work at home, on the road, or in a satellite location for all or part of their regular work week. Telecommuting is a voluntary work alternative that may be appropriate for some employees and some jobs. It is not an entitlement; it is not a School-wide benefit; and it in no way changes the terms and conditions of employment and is at the School's sole discretion.

Many job duties may not be appropriate for telecommuting or working from home.

Even when an employee is able to perform his or her duties from home or while telecommuting, there are several limitations on an employee's ability to telecommute or work from home.

1. Non-exempt employees are not permitted to work from home under any circumstances.

2. Employees on a personal, administrative or medical leave of absence are not permitted to work from home. Any time spent working from home is work time and is not considered a leave of absence.

3. Telecommuting can be informal, such as working from home for a short-term project or on the road during business travel. Other informal, short-term arrangements may be made for employees on leave, to the extent practical for the employee and the organization, and with the consent of the employee's health care provider, if appropriate.

4. The School will determine, with information supplied by the employee and the supervisor, the appropriate equipment needs (including hardware, software, modems, phone and data lines, facsimile equipment or software, photocopiers, etc.) for each arrangement on a case-by-case basis. The Human Resource and information system departments will serve as resources in this matter. Equipment supplied by the organization will be maintained by the organization. Equipment supplied by the organization is to be used for business purposes only. The employee must sign an inventory of all office property and the employee agrees to take appropriate action to protect the items from damage or theft. Upon termination of employment, all School property must immediately be returned to the School, unless other arrangements have been made.

5. The employee must obtain prior written approval from a Senior Executive of Management before working from home or telecommuting. Upon obtaining approval from Executive Management, the employee and employee's supervisor will agree on the circumstances under which the employee will work from home or will telecommute. Among other things, the supervisor and employee should agree on the level and frequency of communication during the period in which the employee is working from home or telecommuting. The employee must agree to be accessible by phone or email within a reasonable time period during the agreed upon work schedule.

6. If the supervisor determines that the employee is not meeting the expectations as agreed upon by the supervisor and employee, the supervisor, through consultation with Human Resources, may end the employee's work from home or telecommuting privileges.

7. Employees entering into a telecommuting or work from home agreement may be required to forfeit use of a personal office or workstation in favor of a shared arrangement to maximize organization operations and office space needs.

8. The availability of telecommuting as a flexible work arrangement for employees of the School can be discontinued at any time at the discretion of the employer. Every effort will be made to provide 30 days notice of such a change to accommodate any issues which may arise from such a change. There may be instances, however, where no notice is possible.

Employment Termination

Our goal is to build and maintain lasting work relationships with our employees. It is expected that employees who resign give a minimum of two week notice. The School reserves the right to accept the resignation immediately upon notice, or based upon the individual circumstances, the School may elect to allow the employee to work out their notice. Employees must actively be at work during a notice period. Paid Time Off (PTO) cannot be used during the notice period.

Once notice of resignation is received by the Administrator, it cannot be withdrawn except with the written agreement of the Executive Team, even if such attempt to withdraw is during the notice work out period. Some employees may have additional conditions and/or limitations regarding resignation from employment. For additional information regarding any additional conditions and/or limitations regarding resignation from employment see your employment agreement, if any.

Employees who fail to follow any additional restrictions or conditions within their employment agreement, if any, may be in breach of their employment agreement. The Administrator will generally schedule exit interviews at the time of employment termination.

End of Contract/ End of School Year Procedure

During the Year. Each employee must return any equipment or supplies they received during the course of their employment prior to their final work day. Equipment, Grade books, lesson plan books, student records and files, School manuals, computers, cell phones, keycards, security badges, building keys, and all School owned materials must be given to their supervisor upon the ending of employment.

Teaching Personnel -- End of School Year. Each Teacher must follow the end of year procedures as assigned by their supervisor. Some examples of these responsibilities include but are not limited to the following: completing a textbook inventory; inspecting all issued textbooks for damage; assigning responsibility for damage to School property to specific students; compiling a list of necessary room repairs; updating student cumulative records; thorough cleaning of classroom furniture and student lockers; and completion of classroom inventory of equipment, furniture and teaching materials. Grade books, lesson plan books, student records and files, School manuals, and all School owned materials must be given to the Administrator upon the ending of employment.

VIII. Workplace Conduct

Alcohol and Drug Policy

The School has a strong commitment to its employees to provide a safe and secure work place and to establish programs promoting high standards of employee health. All employees while on School property, attending School gatherings, and when performing or reporting to work are expected to be free from the influence of illegal drugs, alcohol, or other controlled substances.

The School prohibits the use, possession, concealment or distribution of drugs or alcohol by employees. Drugs include any alcoholic beverage, anabolic steroid, controlled substances or substances that could be considered a "look alike" controlled substance. Compliance with this policy is mandatory for all employees. Any employee who violates this policy will be subject to immediate dismissal/termination of employment.

The Executive Team reserves the right to terminate employment for unprofessional conduct at employer sponsored events.

Drug and Alcohol Screening

The School may require drug/alcohol screening of employees at any time during or prior to employment. The School may conduct searches of the School premises, including, without limitation, desks and file cabinets, personal vehicles, and any employee package, briefcases, or purses carried. An employee has no expectation of privacy on the School premises for such searches as discussed in other places in this Handbook, including School owned electronic equipment, phones, and voice mail. Consent to screening and searching is a condition of employment.

Smoking/Tobacco Policy

The School recognizes the need of many of its employees to work in an environment free of tobacco smoke. Smoking on School grounds is prohibited! Both employees and visitors are expected to comply with this policy. Any violation of this policy will be subject to disciplinary action, up to and including termination of employment.

Weapons

Possession of weapons, including but not limited to firearms and knives, on School owned or leased property, including parking lots and personal or School owned vehicles, is strictly prohibited. Authorized security personnel may only carry job issued firearms as a part of their job responsibility.

Policy Against Harassment

It is the policy of the School is to promote a productive work environment and the School does not tolerate verbal or physical conduct by any employee, visitor, vendor, or student which harasses disrupts or unreasonably interferes with an employee's work performance or which creates an intimidating, offensive or hostile environment. Workplace harassment includes harassment based on race, color, religion, sex, sexual orientation, national origin, age, disability, handicap, veteran status, military status, genetic information or any other classification protected by federal, state or local law. An employee who has a complaint of harassment at work by anyone (co-workers, supervisors or visitors) must bring the complaint to the attention of his or her supervisor or Human Resources.

Employees are expected to act in a positive manner and contribute to a productive work environment that is free from harassing or disruptive activity. **No forms of harassment will be tolerated.**

1. Sexual Harassment

Unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature constitute sexual harassment. Sexual harassment includes:

a. Sexual flirtations, touching, advances or propositions;
b. Requests for sexual favors;
c. Sexual conduct that is made explicitly or implicitly a term or condition of employment;
d. Submission to or rejection of sexual conduct that is used for the basis of an employment decisions
e. Verbal abuse of a sexual nature;
f. Graphic or suggestive comments about an individual's dress or body;
g. Sexually degrading words to describe an individual;
h. The display in the work place of sexually suggestive objects or pictures, including nude photographs; and
i. Sexual conduct that has the purpose or effect of creating a intimidating, hostile or offensive work environment.

2. Student Harassment

Harassment is any form of hostility, conduct or language that alters the conditions of the student's school environment and which creates a hostile, intimidating or offensive school environment. Additionally, sexual harassment can consist of unwelcome sexual advances, intentional and unwelcome touching, verbal remarks and requests or demands for sexual favors. The prohibition against harassment is applicable to all employees.

Reported incidents shall be investigated immediately. The incident and report will be kept as confidential as the circumstances permit.

3. Other Harassment

Disciplinary action, up to and including termination, will be taken against any employee engaging in unlawful harassment. The School expressly prohibits any form of retaliatory action against any employee for availing him or herself of this policy. This includes making complaints of harassment or participating in an investigation of harassment.

4. Reporting Harassment and Resolution to Complaints

Employees, without fear of reprisal, have the responsibility to bring any form of sexual harassment, or harassment of any kind, to the attention of a supervisor or Human Resources including harassment directed at any student. Upon knowledge or request, the School will investigate the circumstances of any person who believes themselves to be the object of sexual or other types of harassment and review the results of the investigation with the person. The Supervisor will make every effort to protect the confidentiality of the complainant and any witness to the extent possible.

It is the responsibility of any supervisor or manager to immediately report under the appropriate reporting procedure any report or knowledge of any harassment engaged in or on School premises or at School functions. Failure to report any such knowledge can result in discipline up to and including termination of employment.

5. Reporting Student Abuse/Neglect/Battery/Bullying

Requirements and Procedures for Reporting Known or Suspected Cases of Child Abuse/Neglect/Battery/Bullying

When any employee knows of or suspects abuse or neglect of a student under the age of 18 years of age, the employee shall first notify their Supervisor. Then the employee shall call the local reporting agency in the presence of the Supervisor. The employee shall document the notification by using the Suspected Student Abuse/Neglect Form. The School Nurse will be notified, if appropriate.

When any staff employee suspects abuse or neglect of a student that is 18 years of age or older, he/she must first notify the supervisor. The employee must then offer the student the opportunity to report the incident(s) to the local police. The student, as an adult, has the option not to make a call to the police. In either case, the employee must complete a Student Abuse/Neglect Form that is placed into the student's records.

If the family contacts the School about the report, the family needs to be told to contact the agency or police department that is handling the matter. All reports are to be kept confidential – including between members of the School staff — unless a given staff member needs to know about the matter in order to fulfill his/her duties.

Refer to the anti-bullying policy if an employee believes that bullying is occurring.

Anti-Bullying Policy

The school prohibits any acts of bullying. Workplace Bullying refers to repeated, unreasonable actions of individuals (or a group) directed towards an employee (or a group of employees), which are intended to intimidate, degrade, humiliate, or undermine; or which creates a risk to the health and safety of the employee(s). Bullying, like other disruptive or violent behaviors, is conduct that disrupts both the student's ability to learn and the schools ability to educate its students in a safe environment. Demonstration of appropriate behavior, treating others with civility and respect, and refusing to tolerate bullying is expected of all staff.

Personal Appearance-Dress Code

All employees, working in any capacity with the students, are to maintain and adhere to the following dress code:

The appropriate dress attire for men would include, shirts, dress pants/slacks, and ties or shirts with a collar, and the appropriate attire for women is dresses, dress pants/slacks, skirts and blouses. Shoes must cover heels and toes, socks and/or hosiery are required. All denim clothing is prohibited. Bright or neon hair colors, body piercing (other than standard pierced earrings), tattoos, or excessive make-up become a great source of distraction for the student body and other employees and are not permitted. Skirts must be no more than 2 inches above the knee. Blouses cannot have plunging neck lines or be deemed revealing. No sleeveless shirts for men or women.

If a uniform shirt or other dress items are available through the School, employees may dress accordingly through the direction of the Administrator.

Generally, if uncertain about whether a particular style of dress or article of clothing is appropriate, choose NOT to wear it to work. The employee should be considerate of the fact that the students are required to dress uniformly and adhere to the dress code of the School. The School staff should present a model for students to follow in areas regarding personal hygiene and appearance.

All employees are expected to keep their work area clean and organized.

Meal Periods
All regular full-time employees will have one meal period of thirty minutes in length each workday. Your supervisor will schedule your meal period to accommodate operational requirements. During meal periods, you are not subject to any work responsibilities or restrictions. You will not be paid for meal period time.

Personal Property
The School does not provide insurance coverage for employee's personal property. This is the responsibility of each individual. Employees should contact their individual insurance agents to check their coverage.

Any personal property brought onto School property is subject to inspection and search.

Return of Property
Employees are responsible for all School property, materials, or written information issued to them or in their possession or control.

Employees must return all property immediately upon request or upon termination of employment and keep no copies of the property in any media form. The Executive Team may also take all action deemed appropriate to recover or protect its property.

Solicitation
In an effort to ensure a productive and harmonious work environment, solicitation of any kind by an employee of the School is prohibited while he or she is on working time. This means that any type of solicitation is prohibited if the employee is doing the solicitation or the employee being solicited is on work time.

Distribution or acceptance of literature other than literature from charitable organizations by an employee is prohibited while he or she is on working time and is also prohibited in any working area of the facility whether an employee is on working or non-working time. This rule includes solicitation or distribution or acceptance of literature for all purposes including lotteries, raffles, political organizations, labor organizations, fraternal organizations, and the like. Distribution of literature by any person who is not an employee of the School is prohibited. If you observe persons violating this policy, you must report the violation to your supervisor immediately. Employees who violate this policy may be subject to discipline up to and including termination. In addition, the posting of written solicitations on School bulletin boards is prohibited.

IX. Disciplinary Action

Just Cause for Dismissal

This Handbook is not a contract and does not otherwise change the terms and conditions of your employment as an at-will employee. This can only be changed through a written employment contract.

Causes for Disciplinary Action and Termination of Employment

Examples of offenses that can lead to disciplinary action or dismissal include, but are not limited to:

a. Conviction of an offense that would prohibit the staff member from exercising care and custody over students in the School;

b. Committing any violation of state or federal laws, statutes, or rules, although the conduct may not have resulted in a criminal charge, indictment, prosecution or conviction;

c. Failure to complete a criminal background check, or other mandated employment screenings, as required by state and federal law;

d. Falsifying, intentionally misrepresenting, willfully omitting or being negligent in reporting information submitted to federal, state, and other governmental agencies such as professional qualifications, criminal history and information submitted in the course of an official inquiry or investigation, college or professional development credit and/or degrees, academic awards, and employment history when applying for employment and/or licensure, or when recommending an individual for employment, promotion or licensure. This includes but is not limited to, employment application, time keeping records, or student records;

e. Intent to, or behavior which inflicts physical or emotional harm to a person or damage to property, whether intentional or negligent; (This can include any behavior which would constitute any type of harassment.);

f. Disparaging a colleague, peer or other personnel while working in a professional setting (e.g., teaching coaching, supervising, or conferencing) on the basis of race or ethnicity, socioeconomic status, gender, national origin, sexual orientation, political or religious affiliation, physical characteristics, age, disability or English language proficiency;

g. Serious or repeated acts in violation of general safety rules or practices in the performance of work or in the use of School facilities for any purpose;

h. Absence without notification; (This is defined as failure to report, intentionally misrepresenting, willfully omitting or being negligent in reporting reasons for absences or leaves for a scheduled workday without notification to the Administration.);

i. Excessive employee tardiness and unapproved or unprotected absences beyond the allocated paid time off policy (see the Notification of Absence Policy above);

j. Theft, misappropriation of School property, and dishonesty;

k. Possessing, consuming or being under the influence of alcoholic beverages or any non-prescribed, controlled substance during work hours; (An employee is to inform their supervisors of any appropriately prescribed prescription medicine which they have been given which may affect their job performance or ability to function at work.);

l. Possession of explosives or firearms on School property, while representing the School, or while the employee is conducting any business of the School as an employee or volunteer;

m. Unauthorized possession of or use of any School property, equipment, or material;

n. Using technology to intentionally host or post improper or inappropriate material that could reasonably be accessed by the School community;

o. Unauthorized disclosure of confidential records which include but are not limited to student records, employee records and/or School records; standardized tests, test supplies or resources;

p. Failure to perform job functions or failure to follow Administrative directives in a satisfactory and/or timely manner;

q. Co-mingling public or School-related funds with personal funds; submitting fraudulent requests for reimbursement of expenses; failing to account for funds related to School activities collected from students, parents, family members, community members, staff or peers;

r. Willfully or knowingly violating any student confidentiality required by federal or state laws, including publishing, providing access to, or altering confidential student information on district or public web sites such as grades, personal information, photographs, disciplinary actions, or individual educational plans (IEPs) without parental consent or consent of students 18 years of age and older;

s. Using confidential student, family, or School-related information in a non-professional way (e.g., gossip, malicious talk or disparagement);

t. Improper verbal or physical conduct toward a student, parents, family members, community members, staff or peers;

u. Failure to follow School policies, procedures, or job instructions;

v. Failure to adhere to job description;

w. Failing to adhere to any Code of Professional Conduct for Educators or equivalent as mandated by each state.

The listed causes for disciplinary actions are not all inclusive and the School will determine appropriate discipline reasons and level of discipline of each occurrence by examining the specific facts presented.

Progressive Discipline

The School's own best interest lies in ensuring fair treatment of all employees and in making certain that disciplinary actions are prompt, uniform, and impartial. The major purpose of any disciplinary action is to correct the problem, prevent recurrence, and prepare the employee for satisfactory service in the future.

Disciplinary action may call for all or any of four steps -- verbal warning, written warning, suspension with or without pay, or termination of employment, all of which will be documented and placed in the employee's personnel file. Depending on the severity of the problem and the number of occurrences there may be circumstances when one or more steps are bypassed.

Progressive discipline means that, with respect to most disciplinary problems, these steps will normally be followed: a first offense may call for a verbal warning; a next offense may be followed by a written warning; another offense may lead to a suspension; and, still another offense may then lead to termination of employment.

The Executive Team recognizes that there are certain types of employee problems that are serious enough to justify either a suspension, or termination of employment, without going through the usual progressive discipline steps.

While it is impossible to list every type of behavior that may be deemed a serious offense, this Handbook includes examples of problems that may result in immediate suspension or constitute just cause for immediate termination of employment. However, the causes for disciplinary action listed are not all necessarily serious offenses, but may be examples of unsatisfactory conduct that will trigger progressive discipline.

By using progressive discipline, we hope that most employee problems can be corrected at an early stage, benefiting both the employee and the School.

X. Employee Relations

Conflict Resolution
The School is committed to providing the best possible working conditions for its employees. Part of this commitment is encouraging an open and frank atmosphere in which any problem, complaint, suggestion, or question receives a timely response from the Administrator and management.

The School strives to ensure fair and honest treatment of all employees. Supervisors, managers, and employees are expected to treat each other with mutual respect. Employees are encouraged to offer positive and constructive criticism.

If employees disagree with established rules of conduct, policies, or practices, they can express their concern through the problem resolution procedure. No employee will be penalized, formally or informally, for voicing a complaint with the School in a reasonable, business-like manner, or for using the problem resolution procedure.

If a situation occurs when employees believe that a condition of employment or a decision affecting them is unjust or inequitable, they are encouraged to make use of the Open Door or Peer Review Policy

Open Door and Peer Review Policy
The Open Door and Peer Review Policy was established to maintain open communication and good relations for all of its employees with the employer. This program offers employees an opportunity to present their issues and concerns in an atmosphere of mutual understanding and respect without fear of intimidation or reprisal. The Open Door Policy is available at all work locations; Peer Review is currently only available in Ohio.

If an employee feels that they have been wrongly or unfairly treated, the employee is given the opportunity, through the Open Door procedure, to present their case. The Open Door procedure consists of the following steps:

Step 1 – Meeting and discussion with immediate supervisor;
Step 2 – Investigation and consideration by Human Resources;
Step 3 – Meeting and discussion with Division Director or equivalent;
Step 4 – Meeting and discussion with member(s) of the Executive Committee;
The decision of the Executive Committee member(s) is final and binding.

Upon completion of Step 2, an appealing employee has a choice to proceed with the Open Door process or to request a Peer Review (Ohio only).

Peer Review is a process that enables employees the opportunity to present their problems and concerns to a panel consisting of both managers and peers. After giving careful consideration to all information presented, the panel is responsible for rendering a decision. The decision by the Peer Review Panel is final and binding on both parties.

Details regarding Open Door and Peer Review are available in the Open Door and Peer Review Procedures Handbook or by contacting the Human Resources Department.

Whistleblower Policy
The School is committed to maintaining the highest standards of business conduct and ethics, as well as full compliance with all applicable government laws, rules and regulations, corporate reporting and disclosure, accounting practices, accounting controls, auditing practices and other matters relating to fraud against the School and/or the management company (collectively "Accounting Concerns"). The Audit Committee (the "Committee") of the Board of Managers of White Hat Ventures, LLC is responsible for ensuring that a confidential and anonymous process exists whereby persons can report any Accounting Concerns relating to the School and/or the management company. In order to carry out its responsibilities under its Charter, the Committee has adopted a Whistleblower Policy.

For the purposes of this Policy, "Accounting Concerns" is intended to be broad and comprehensive and to include any matter, which in the view of the complainant, is illegal, unethical, contrary to the policies of the Company or in some other manner not right or proper. It is the employees' duty to report any suspected violation of this policy.

All employees of the Company including vendors and other interested parties are encouraged to report possible fraudulent or dishonest conduct. The Company posts this Policy and the School's Whistleblower Hotline telephone number and web link on the Company's website to help facilitate the reporting of Accounting Concerns.

The company Whistleblower Hotline and website will be maintained by an independent third party outside agency not affiliated with the company. A special toll-free number and hotline website will enable company employees to report violations of Code of Conduct, particularly those regarding questionable accounting or auditing matters to a specially trained third-party. Callers will not be talking to a White Hat employee when they call.

Other types of complaints (for example employment relations issues or suggestions for improving company non-financial processes) should only be directed to the appropriate resources within the company.

The Whistleblower Hotline is available 24 hours a day, seven days a week. Employees may choose to remain anonymous when calling the hotline and any employee who reports possible or actual wrongdoing in good faith will not be retaliated against if they choose to share their identity.

Employees may report a complaint by dialing 1-866-846-8041 or by visiting the hotline website at www.whitehatmgmt.ethicspoint.com.

All submissions shall be treated on a confidential basis during the investigatory stage to the greatest extent possible, unless the complainant agrees to disclosure. Continued confidentiality may not be possible in the event legal action or prosecution is taken against the alleged offender

The full **"Whistleblower Policy"** and the **"Reporting and Investigating Financial Fraud Policy"** can be reviewed on the White Hat Whistleblower Hotline Website

XI. Workplace Conditions

Health and Safety
Health and Safety policies are posted in the School. All employees need to review the policies to be certain that they are followed at all times. Failure to follow these policies can result in discipline up to and including termination.

All managers, supervisors, and employees are responsible for protecting and securing School property, materials, equipment and facilities and reporting any security violations, thefts and other security-related incidents to their supervisor or Human Resources. Failure to protect, to secure, or report any such violations of any employee of the School can result in discipline up to and including termination.

Reporting Work Place Injuries
The School complies with appropriate federal and state laws regarding work place injuries. All work-related injuries (including injuries that arise during work related travel) must be immediately reported to your supervisor both verbally and in writing. The Supervisor is then responsible to submit the information to the Human Resources Department within 24 hours of the event. The Human Resources department will file the claim with the appropriate agency. Employees who seek medical attention for a work place injury are required to provide a return to work slip from the physician or medical facility upon returning to work.

In the event of a work place injury, the School may require drug/alcohol testing.

Safety Drills and Emergencies
The Schools have safety drills and emergency procedures designed for each building. Each employee must understand the drills and procedures and be ready to follow them.

> **School Building Evacuation.** In the event of an emergency evacuation, all employees must follow the Safety Drills and Emergency Procedures as determined for each building. This procedure can be found with the building Administrator. Emergency evacuation routes are located in each room of the buildings.

Emergency Closings

> **Unscheduled Closings for our Schools**. In the event of an emergency School closing due to inclement weather or facilities issues, please refer to the local news or radio stations for notification. Local radio and television stations will carry School closings. Employees may need to report to the building even though the students do not. Employees are to comply with the School's procedures in regard to the need to report to work. The Administrator will determine the employees that need to report to work under conditions when the School closes due to weather.

Use of Phone and Mail Systems
Personal use of the telephone for long-distance and toll calls is not permitted. Employees should practice discretion when making local personal calls and may be required to reimburse the School for any charges resulting from their personal use of the telephone.

To ensure effective telephone communications, employees should always use the approved

greeting and speak in a courteous and professional manner. Please confirm information received from the caller, and hang up only after the caller has done so.

The use of the School-paid postage for personal correspondence is not permitted.

Media Policy
It is the policy of the School that all employees shall refrain from talking to members of the media on School-related issues. If a media representative contacts you, you are expected to refer all inquires to your Administrator or the Executive Team.

Consistency and clarity of message is critical in preserving the School's reputation throughout the business, public and press. Employees are prohibited from releasing any nonpublic School-related information outside the School in any media whatsoever including any and all social media whether general or restricted.

Civic and Community Activities
The School encourages employees to participate in various civic and community activities unless participation interferes with job responsibilities. These activities should be pursued in a responsible manner that reflects favorably upon employees and the School.

Visitors in the Workplace
To provide for the safety and security of employees, students and the facilities at the School, only authorized visitors are allowed in the workplace. Restricting unauthorized visitors helps maintain safety standards, protects against theft, ensures security of equipment, protects confidential information, safeguards employee welfare, and avoids potential distractions and disturbances.

All visitors should enter the School through the main entrance. Authorized visitors will receive directions or be escorted to their destination. Employees are responsible for the conduct and safety of their visitors.

If an unauthorized individual is observed on premises, employees should immediately notify their supervisor or, if necessary, direct the individual to the main office.

XII. Information Technology

Technology Policy
All electronic systems, including without limitation, electronic mail ("E-Mail"), voice mail, social networks and computer files, and all information transmitted, received, or stored in these systems constitutes the property of the School. Further, by using these systems or signing the acknowledgment attached to this document and/or your use of the electronic systems, you agree to the acquisition of all electronic communication/files by the School. The School's E-Mail, computer, Internet, and telephone systems are intended to facilitate the efficient transmittal of business-related information, thereby enhancing our ability to serve customers more swiftly and effectively. For that reason, the following policies apply to all E-Mail, computer, Internet, and telephone systems:

- All E-Mail or voice mail messages and computerized documents, like the computer systems on which they are stored, are the property of the School. The School reserves the right to view, listen to, or print any E-Mail communication, voice mail, or computerized documents at any time, regardless of subject, author, or intended recipient and will monitor communications and computerized documents on a regular basis to ensure that the system is used in accordance with its intended business purpose. Furthermore, routine or emergency system maintenance may require technicians to examine files stored on the computer systems. Therefore, employees have no expectation of privacy with regard to E-Mail, Internet usage, or voice mail communication and/or computerized documents.

- The purpose of the School's E-Mail, voice mail, and the computer systems is to facilitate efficient information storage and business communications and computerized documents. Voice mail, E-Mail and/or the Internet should be used primarily for matters of concern to the School's operations. For that reason, it may not be used to solicit others.

- The School will deal with **any** unauthorized use of the School's computer systems to commit criminal activity swiftly and severely. Unauthorized use or attempts to use School computers, including E-Mail and Internet capabilities, to engage in any of the following activities are strictly prohibited and will subject you to not only termination from employment with the School, but also criminal prosecution under the Computer Fraud and Abuse Act of 1986, as amended (18 U.S.C. §1030). Prohibited activities include:

 1. Knowingly accessing a computer without authorization to obtain national security data;
 2. Intentionally accessing a computer without authorization to obtain information contained in a financial record of a financial institution or contained in a file of a consumer reporting agency on a consumer; information from any United States department or agency; or information from any protected computer if the conduct involves an interstate or foreign communication;
 3. Intentionally accessing without authorization a government computer and affecting the use of the government's operation of the computer;
 4. Knowingly accessing a computer with the intent to defraud and thereby obtaining anything of value;

5. Knowingly causing the transmission of a program, information, code, or command that causes damage or intentionally accessing a computer without authorization, and as a result of such conduct, causes damage that results in—
 - loss to one or more persons during any one-year period aggregating at least $5,000 in value;
 - the modification or impairment, or potential modification or impairment, of the medical examination, diagnosis, treatment, or care of one or more individuals;
 - physical injury to any person;
 - a threat to public health or safety; or
 - damage affecting a government computer system.

6. Knowingly and with the intent to defraud, trafficking in a password or similar information through which a computer may be accessed without authorization.

- Because of the threat to confidentiality posed by transmitting information over the Internet, employees transmitting confidential messages or files via E-Mail to any person or entity outside of the School must abide by all laws and other School policies regarding the transmission of confidential information.

- The School's E-Mail, voice mail or Internet systems, like its other information systems, shall not be used to transmit abusive or offensive messages. For example, employees shall not transmit messages that could be construed as harassment or disparaging to others. Electronic communication containing offensive, off-color vulgarities will not be tolerated, and messages should not contain derogatory remarks based on race, color, religion, sex, sexual orientation, sexual identity, national origin, age, disability, handicap, veteran status, military status, genetic information or any other classification protected by federal, state and local law or ordinance.

- Employees are not permitted to gain access to another employee's file of E-Mail messages, voice mail and/or computerized documents without the latter's permission. (As stated above, however, the School reserves the right to enter employees' E-Mail, voice mail and all other computer files).

NOTE: As you use the School's technical resources, it is important to remember the nature of the information created and stored there. Because they seem informal, e-mail messages are sometimes offhand, like a conversation, and not as carefully thought out as a letter or memorandum. Like any other document, an e-mail message or other computer information can later be used to indicate what an employee knew or felt. For example, an e-mail message can be used in a court of law or other public forums. Keep this in mind when creating e-mail messages and other documents. Even after deleting an e-mail message or closing a computer session, it may still be recoverable and may even remain on the system.

The Executive Team does not consider conduct in violation of this policy to be within the course and scope of employment or the direct consequence of the discharge of one's duties. Accordingly, to the extent permitted by law, the School reserves the right not to provide a defense or pay damages assessed against Employees for conduct in violation of this policy.

Confidential Information

E-mail and Internet/Web access are not entirely secure. Others outside the School may also be able to monitor your e-mail and Internet//Web access. For example, Internet sites maintain logs of visits from users; these logs identify which School, and even which particular person, accessed the service. If the work using these resources required a higher level of security, please ask the supervisor or IT department for guidance on securely exchanging e-mail or gathering information from sources such as the Internet or World Wide Web.

All Employees should safeguard the School's confidential information, as well as that of clients and others, from disclosure. Do not access new voice mail or e-mail messages with others present. Messages containing confidential information should not be left visible while you are away from your work area.

E-mail messages containing confidential information should include the following statement, in all capital letters, at the bottom of the message: CONFIDENTIAL, UNAUTHORIZED USE OR DISCLOSURE IS STRICTLY PROHIBITED.

Your Responsibilities

Each Employee is responsible for the content of all text, audio, or images that are placed or sent over the School's technical resources. Employees may access only files or programs, whether computerized or not, with which permission is given.

Violations of any guidelines in this policy may result in disciplinary action up to and including termination. In addition, the School may advise appropriate legal officials of any illegal violations.

Cellular Phone Policy

The School provides employees with efficient, cost effective telephone communication equipment and services. The purchase and use of School owned cellular telephones shall be limited to the requirement and specifications contained in this policy.

The acquisition of School owned cellular telephones shall be limited to those instances in which there is a demonstrated need for such equipment to perform essential School business or to improve safety, increase productivity, or in situations in which necessary communications cannot be provided by any other means. The purchase of School owned cellular telephones shall be subject to written approval by your Administrator or the Executive Team. An employee has no right or expectation of privacy in using a School provided cell phone, including voice mails.

a. Use of School Owned Cellular Phones

Cellular telephone calls are more expensive than those using ordinary telephone services. These higher costs shall be weighed against the level of employee need and expected usage. Cellular phones shall be used only when a lower cost alternative is unsafe, inconvenient, or not readily available.

Cellular transmissions can be overheard by others. Discretion is to be used in discussing confidential information using cellular communication. Employees are responsible for taking reasonable precautions to prevent theft and/or vandalism of cellular equipment. Cellular phone usage must comply with the School's "*Mobile Device Security Policy*".

Employees cannot add, modify, or remove cellular telephone equipment or services. The School's Information Technology Department is responsible for adding, modifying, or removing cellular telephones and services. Employees may request changes from their department head and be assigned an Information Technology specialist to make the requested changes. All School owned cellular telephone purchases, including hardware or software shall be made according to policies established by the Procurement Services Department

b. Personal Use
The School recognizes that occasions arise in which personal calls need to be made or received on a cellular telephone. However, it is intended that cellular telephones be used for School business-related purposes. Personal calls are to be minimized. Calls home or to the family, etc. by School staff when required to work extended hours shall be considered business calls. Cellular phones must not be taken on vacation or used when an employee is off duty unless there is a work-related purpose in doing so.

The School reserves the right to monitor the billing and use of all School owned cellular telephones and has the authority to withhold any un-reimbursed amount from the employee's wages.

c. Reimbursement for Personal Calls
Employees shall be responsible for reimbursing accounts payable for personal calls noted on the monthly cellular service billing.

d. Termination of Use of School Owned Cellular Phones
If the conditions of this policy are violated by the employee, the Administrator and/or Executive Team shall terminate the use of School owned cellular phones by the employee.

e. Policy for Employee Owned Cellular Phones
It is the policy of the School to allow employees to use personal cellular telephones. Making and receiving personal calls should be limited. Use of personal cellular telephones should not result in additional costs to the School and should not interfere with performance of employee duties or normal business operations. Employees are trusted to exercise good judgment in both the duration and frequency of such calls. The School does not normally reimburse employees for calls made on personal cellular phones.

Mobile Device Security Policy
Mobile devices must be appropriately secured to prevent sensitive or confidential data from being lost or compromised, to reduce the risk of spreading viruses and to mitigate other forms of abuse of the School's computing and information infrastructure. A mobile device includes but is not limited to a laptop, flash drive, MP3 player, CD's DVD's, portable hard drives, iPad, or digital camera.

Employees must follow these mobile device security policies:
1. All School issued mobile devices must have encryption turned on.

2. Device authentication must be turned on, on all mobile devices and must have password protection on at all times.

3. Bluetooth capabilities on on all mobile devices must be disabled when they are not actively transmitting information. All Bluetooth devices must always be in the "hidden" mode.

4. Whenever possible, all mobile devices must be password protected. Choose and implement a strong password – at least eight (8) characters in length.
5. The physical security of these devices is the responsibility of the employee to whom the device has been assigned. Devices shall be kept in the employee's physical presence whenever possible. Whenever a device is being stored, it shall be stored in a secure place, preferably out-of-sight.
6. If a mobile device is lost or stolen, promptly report the incident to the IT Department/Help Desk and proper authorities. Also, be sure to document the serial number of your device now, for reporting purposes, in the event that it is lost or stolen.
7. Sensitive or confidential documents audio, and video, if stored on the device, must be encrypted if possible.
8. Mobile device options and applications that are not in use must be disabled.
9. Sensitive and confidential information must be removed from the mobile device before it is returned, exchanged, or disposed.
10. All mobile devices must have enabled screen locking and screen timeout functions.
11. No personal information shall be stored on mobile devices unless it is encrypted and permission is granted from the data owner.
12. Before a mobile device is connected to the IT systems, it shall be scanned for viruses (the user risks having files on the device deleted if any viruses are detected). If media mobile device is used for transitional storage (for example copying data between systems), the data shall be securely deleted from the mobile device immediately upon completion.

XIII. Social Media

Social Media is a powerful tool that has a significant impact on the school. The Social Media policy is designed to offer practical guidance for responsible, constructive communications via social media channels. Social Media is defined as any form of media designed to be disseminated through social interactions. Examples of social media include but are not limited to the following: LinkedIn, Twitter, Facebook, YouTube, and MySpace

Employees are prohibited from being friends with any current students or former students under the age of 18 years old at any of our school entities, on any of their own personal social media sites.

1. Employees are prohibited from posting confidential or proprietary information about the school, the management company, students, other employees, or any other subsidiaries of the business, direct or indirect. This also includes all applicable federal requirements such as FERPA and HIPPA, as well as the Department of Education rules and regulations.
2. School logos or any other trademarked company owned images or icons are prohibited from being posted on personal social media sites.
3. Photos of students and or student activities are prohibited without prior written approval from the student's parent/guardian and the Administrator of the school.
4. Employees are prohibited from discussing matters of professional life on their personal page (i.e. events during the work day, workshops, trainings, etc.).

The same laws, professional expectations, and behavioral standards that you would follow in your daily operations are expected to be followed when interacting on a social media site.

The school respects the legal rights of its employees; what you do on your own time is your affair however activities in or outside of work that negatively affect your job performance, the performance of others, or the business interests of the school will be reviewed on a case-by-case basis.

Institutional Social Media

Schools that have a social media page or that would like to start one must contact the Vice President of their school. All school created pages must have a full-time appointed employee who is identified as being responsible for the content of the page. The page must link back to the school web site and the postings should be brief redirecting a visitor to the contents of the school site.

All posts made on the school social media site should protect the voice of the school by remaining professional in tone and of good taste.

Best Practices:

- Employees are liable for anything they post to the social media site, so think twice before posting.
- Consider your audience and exercise good judgment. The social media site is available to the public; this includes prospective and current students, future employees, colleagues, and/or peers.
- Be authentic and respect copyrights and trademarks
- Names and/or pictures of current or former students are prohibited without the written consent of the student's parent(s) or legal guardian and the Administrator of the building.

Employees are liable for anything they post to social media sites. Violations of the above will result in disciplinary action up to and including termination of employment.

ACKNOWLEDGMENT OF RECEIPT OF EMPLOYEE HANDBOOK

This will acknowledge your receipt and understanding of the provisions contained in the Employee Handbook. The information contained in the Employee Handbook has been prepared to give you a summary of many but not all of the benefits of your employment. Although the Handbook reflects our current policies, it may be necessary to make changes from time to time to best serve the needs of the School and the School reserves the right to change any policy or benefit at any time with or without specific written notice.

The policies and statements contained in this Employee Handbook (and any future changes) are **NOT** to be considered as a contract of employment. Instead, the Handbook serves the purpose of a guideline to help improve our mutual communication. It should be noted that this Handbook does not change the terms and conditions of your employment. No School representative has the ability to alter your employment status or any School policy unless it is done in writing by the appropriate School representative. No person has the ability to depend or rely upon any such verbal statements which alter the employment relationship between the employee and the School.

Any written employment agreement which has been or is entered into between an employee and an authorized representative of the School, shall remain or be in full force and effect.

If you have any questions about any of the policies contained in the Handbook, please contact your Administrator.

I acknowledge that I have received, read and understand the Employee Handbook.

School Name: _____

_____ _____

Employee's Printed Name Employee Signature

Date

Witness Signature and Date

ACKNOWLEDGMENT OF RECEIPT OF COMPANY PROPERTY

I acknowledge that I received the devices described below and I understand that the devices described below are the property of the School. In the event my relationship with the School ends, I understand I must return the property at the time of my resignation or separation, or within 3 days if I am unable to return the property at the time of my resignation or separation.

I further acknowledge that I will use the School property for purposes related to my job with the School. I will not abuse the property and will return the property in working condition. If I utilize the devices for personal reasons and the School incurs additional fees and expenses as a result, I agree to reimburse the School for all fees and expenses related to my personal use of the devices. Moreover, I will not use the property in a way that may violate the law or any of the policies contained in the employee Handbook. I further acknowledge that I have read the technology policy contained within the Handbook and agree to abide by that policy when using the devices listed below.

Description of Property:

School Name: _____

_____ _____

Employee's Printed Name Employee Signature

Date

Witness Signature and Date

White Hat Management, LLC.

Position: Administrator

Division: Life Skills Centers **Hiring Manager:** Vice President-LSC

Qualifications: Bachelor's Degree minimum, Master's or higher preferred; at least 3 years in a supervisory or management role; ability to lead staff and effectively communicate his/her vision for the school; proficient in computer applications, including MS Office Suite, e-mail, and internet applications; excellent verbal and written communication skills; strong ability to gather, analyze, and interpret student data to make sound educational decisions; exhibit flexibility with regard to decision-making, daily challenges, and job duties; has strong sense of integrity; has a "team player" attitude; ability to work in a diverse educational community setting; understand the community and student demographics; understand state proficiency testing as well as state teaching standards; satisfactory completion of state required criminal history check and health tests; and physical ability to lift up to 25 pounds

Reports to: Vice President-LSC

Supervision: All LSC staff of assigned location

Job Goals: To effectively lead and manage the assigned Life Skills Center in conformity with the philosophy and policies adopted by White Hat Management, the rules of the governing Board, State Board of Education, the provisions of law, directives of the Vice President-LSC and sound administrative practice.

Areas of Responsibility: Effectively utilize sound leadership and management practices to manage staff and all student enrollment and educational goals, and maintain a safe and secure school.

Description: Specific duties Include, but are not limited to the following:

- Understand, accept, and abide by the Life Skills Center's philosophy and mission statement in all his/her school activities
- Administer all Life Skills Center operational, educational, and personnel policies
- Act as an educational leader and guide, assist, and support all educational activities
- Review teacher lesson plans on a timely basis
- Maintain discipline and the Life Skills Center Code of Conduct in all applicable situations
- Evaluate, at least twice a year or as needed, all staff members in assigned duties
- Insure that all standardized tests and state-mandated proficiency tests are administered in a secure environment
- Implement all directives as assigned by White Hat Management
- Oversee and manage student recruitment efforts, insuring that enrollment goals are achieved
- Oversee maintenance of school census, attendance data, and report card requirements, as mandated by the state
- Act as a local representative for the Life Skills Center and White Hat Management
- Set an example with punctuality and in performing all duties in an exemplary manner
- Has read and has agreed to abide by the policies, directives, and guidelines as stated in the employee manual and is in agreement with any policy changes
- Maintain checkbook and imprest account spending at Life Skills Center for reporting
- Report the "state of the school" to the Board of Directors at scheduled monthly meetings or when requested by White Hat Management
- Overseeing all student enrollment reports to the state
- Attend monthly Administrators meetings or others upon request
- Oversee all supplemental or contracted staff
- Help maintain cleanliness in the school
- Work in a professional and cooperative manner with others to achieve duties, responsibilities, and goals
- Follow the dress code as stated in the employee manual
- Act in accordance to the directives and assignments given by the Vice President-LSC
- Agree to abide by the policies, directives, and guidelines as stated in all Life Skills Center manuals pertinent to the position
- School activities — the Administrator is required to attend and/ or participate in such other activities as directed by the Vice President-LSC such as: faculty meetings, open houses, commencement exercises, chaperone student activities, provide guidance for students, participate in professional learning communities, and study and help resolve school problems
- Perform student home visits as required
- Perform all other duties as assigned

I understand the above job duties as listed.

Employee Signature Date

White Hat Management, LLC.

Position: Business & Orientation Coordinator
Division: Life Skills Centers **Hiring Manager:** Administrator

Qualifications: High School Diploma or equivalent; work experience or ability to learn how to operate a multi-line telephone system; proficiency using Microsoft Office Products and other PC based applications; excellent written, verbal, and interpersonal communication skills; ability to learn and grow in a team environment with a commitment to excellent customer service; purchasing, human resources, or relevant business experience preferred; satisfactory completion of state required criminal history check and health tests; meet education standards as applicable; ability to lift up to 25 pounds

Reports to: School Administrator

Supervision: None

Job Goals: To assist the building Administrator by managing the front office of the assigned school in conformity with the philosophy and policies adopted by White Hat Management, the rules of the governing Board, State Board of Education, the provisions of law, directives of the building Administrator and sound administrative practice.

Areas of Responsibility: Manage all office functions, assist staff with all personnel and human resource needs, assist students with the enrollment and orientation process, and fulfill all clerical needs of the building administrator.

Description: Specific duties include, but are not limited to the following:

- Maintain a professional front office, including but not limited to, fielding and directing incoming phone calls to the appropriate staff member, filing, copying and faxing of sensitive information, communicating with courts, other school districts and/or various agencies, and logging student attendance data
- Utilize professional telephone skills and professionalism as the first school official generally in contact with the public and handle calls and walk-in visitors to develop student enrollment in accordance with enrollment objectives
- Track and follow up with all parents and/or students that have requested enrollment information and/or paperwork
- Collect enrollment paperwork, create student files and ensure compliance with all required documentation including immunization records as well as academic history
- Schedule and conduct New Student Orientations weekly
- Supervise Student Ambassadors program as needed
- Perform student home visits as needed
- Schedule events, i.e. school functions, facilities, visitors, open houses, parent-teacher conferences, etc.
- Act as a liaison between the building security and the Administration to mediate student/ tenant concerns or issues
- Act as a contact for arranging various administrative support activities, i.e., equipment repairs, technology support, setting up facilities for meetings and assigning janitorial duties
- Assist Administrator and WHM with various school financial matters as assigned; such as imprest account
- Track inventory and replenish supplies before they are depleted, this includes ordering bus passes and ensuring they are stocked and replenished in a timely fashion
- Administer purchasing policies, procedures and processes
- Acquire materials, supplies, and services needed to support the Center's operation
- Assist purchasing agent with ordering supplies and tracking deliveries for staff and office personnel
- Resolve order discrepancies and coordinated activities to assure the timely delivery of purchased items
- Distribute new employee packets; distribute, review, and send packets to WHM in a timely fashion
- Assist with new employee orientation as assigned
- Maintain school employee personnel files and attendance records
- Update and keep a running total of the free/reduced/non-qualify status of all students for the school lunch program
- Track the daily student lunch/breakfast count for each lunch status category
- Track monthly counts of which students received lunch/breakfast in which category
- Maintain "How Did You Hear?" documentation and database
- Perform all other job duties as assigned

I understand the above job duties as listed.

Employee Signature Date

White Hat Management, LLC.

Position: Coordinator of School Improvement
Division: Life Skills Centers **Hiring Manager:** Administrator

Qualifications: Bachelor's degree required, Master's degree preferred; at least 3 years of successful teaching experience, preferably at the high school level; appropriate state teaching license/certificate required; excellent verbal and written communication skills; proficient in computer applications, including MS Office Suite, e-mail, and internet applications; effective organizational skills with ability to perform multiple tasks; experience with data analysis required; satisfactory completion of state required criminal history check and health tests; and physical ability to lift up to 25 pounds

Reports to: School Administrator

Supervision: None

Job Goals: To assist the building Administrator by managing the instructional staff and meeting all school improvement goals in conformity with the philosophy and policies adopted by White Hat Management, the rules of the governing Board, State Board of Education, the provisions of law, directives of the building Administrator and sound administrative practice.

Areas of Responsibility: Oversee the school improvement/continuous improvement process, assist with staff professional development, and manage the educational processes in the school.

Description: Specific duties Include, but are not limited to the following:

- Serve as team leader and administrator of the School Improvement Program
- Chair School Leadership Team
- Facilitate School Leadership Team meetings
- Analyze student assessment data to design the continuous school improvement strategies
- Identify the critical needs of the school
- Collaboratively develop a focused school improvement in academic and non-academic areas
- Implement, monitor, and evaluate the focused plan and improvement process
- Serve as the Acting Administrator in the Administrator's absence
- Oversee the school's assessment programs (i.e. state tests, Scantron, MAP, etc.)
- Design and conduct teacher professional development training
- Coordinate with the School Improvement Consultant in meeting professional development needs
- Develop professional development plans in conjunction with school Administrator
- Model and coordinate best practices and effective instruction
- Oversee all aspects of instructional effectiveness
- Implement effective classroom management strategies and programs
- Manage and execute continuous improvement of instruction
- Mentor all teachers to effectively deliver standards-based instruction
- Coordinate instructional support
- Approve lesson plans for offline instruction
- Integrate curriculum resources
- Manage curriculum change process in coordination with Director of Curriculum
- Ensure teachers are instructing and assessing within curriculum guidelines
- Oversee the Mentor Teacher program
- Coordinate mentor training
- Review meeting logs
- Meet with mentors monthly to review processes and gain feedback
- Recommend effective teaching strategies for improvement
- Conduct and review teacher observations/evaluations
- Create intervention/professional development program for low performing teachers
- Complete formal evaluation of teachers annually
- Conduct weekly classroom walk-throughs and provide feedback
- Provide written input to Administrator
- Validate all student academic files
- Serve as representative for LPDC in the absence of LPDC representative
- Train new LPDC representative(s) as necessary
- Perform student home visits as required
- Understand the Life Skills Center mission and philosophy
- Perform all other job duties as required

I understand the above job duties as listed.

Employee Signature Date

White Hat Management, LLC.

Position: Family Advocate

Division: Life Skills Centers **Hiring Manager:** Administrator

Qualifications: Bachelor's or Master's degree in social service or related field with license (LSW, LPC, LISW, etc.) or license eligible; must hold or be eligible for an Ohio substitute teaching license; excellent verbal and written communication skills; strong ability to communicate effectively with all levels of management, staff, and business contacts as required; exhibit flexibility with regard to workload and priorities and exhibit effective organizational/administrative skills; satisfactory completion of state required criminal history check and health tests; meet education standards as applicable; and physical ability to lift up to 25 pounds

Reports to: School Administrator

Supervision: None

Job Goals: To assist the building Administrator by working with students in need of basic counseling and/or social service agency referrals in conformity with the philosophy and policies adopted by White Hat Management, the rules of the governing Board, State Board of Education, the provisions of law, directives of the building Administrator and sound administrative practice.

Areas of Responsibility: Work with all students referred for discipline, non-discipline, and academic needs, and determine best service outcomes for each

Description: Specific duties Include, but are not limited to the following:

- Work with and act in accordance to the directives of the Life Skills Center and FES administrators
- Assist with Life Skills Center Student programs
- Meet with students referred for non-discipline, discipline, academic and other services to assess and determine service outcomes
- Adhere to and promote the implementation of all FES programs
- Work with and support designated consultants, agencies, and/or support groups
- Provide information and training on independent living skills
- Make home visits as needed
- Implement weekly focus groups
- Provide daily contact with students in need of support
- Correspond with Life Skills Center staff and act as liaison between staff, students, parents and the community
- Attend conferences and workshops as needed to support knowledge and proficiency with FES programs
- Maintain confidentiality in all student and professional matters, and work professionally and cooperatively to achieve duties and responsibilities
- Act in accordance to any other directives and/or assignments given by the Administrator
- Responsible for the mastery of and timely completion of FES reports, documentation forms, and Life Skills Center administrative reports
- Maintain consistent contact with staff, teachers, students, families and community agents
- Advocates will meet weekly with Life Skills Center Administrator and attend all monthly FES staff meetings
- Understand the Life Skills Center mission and philosophy
- Perform all other job duties as assigned

I understand the above job duties as listed.

Employee Signature Date

White Hat Management, LLC.

Position: Intervention Specialist

Division: Life Skills Centers **Hiring Manager:** Administrator

Qualifications: Bachelor's Degree minimum; certification/licensure in appropriate area; meet NCLB HQT status in appropriate area; proficient in computer applications, including MS Office Suite, e-mail, and internet applications; Excellent verbal and written communication skills; strong content knowledge in one or more content areas; exhibit genuine care for children and a passion for teaching; strong ability to gather, analyze, and interpret student data to make sound educational decisions; exhibit flexibility with regard to decision-making, daily challenges, and job duties; has strong sense of integrity; has a "team player" attitude; ability to work in a diverse educational community setting; understand the community and student demographics; understand or is willing to learn the RtI process; understand state proficiency testing as well as state teaching standards; satisfactory completion of state required criminal history check and health tests; and physical ability to lift up to 25 pounds

Reports to: School Administrator

Supervision: None

Job Goals: To assist the building Administrator by effectively educating students in conformity with the philosophy and policies adopted by White Hat Management, the rules of the governing Board, State Board of Education, the provisions of law, directives of the building Administrator and sound administrative practice.

Areas of Responsibility: Effectively utilize prior education and/or training, sound classroom management, technology, and the curriculum provided to successfully educate and graduate students.

Description: Specific duties Include, but are not limited to the following:

- Understand, accept, and abide by the Life Skills Center's philosophy and mission statement in all his/her school activities
- Assist with the implementation of the IEP for each student served
- Maintain all student records and files according to the Models Policies and Procedures and will follow up on all requests for IEP and MFE dates
- Use computers and other technology provided to assist students
- Write lessons plans to accommodate IEP curriculum
- Teach all subjects following the Life Skills Center's course of study or as assigned
- Prepare and administer all standardized tests as directed
- Maintain confidentiality concerning all student information and any professional matters
- Work with the teaching staff to improve standardized and proficiency testing results
- Use only forms or reporting records approved and/or adopted by the Life Skills Center
- Gather, maintain, and submit, as directed, all information and forms related to the use of technology
- Keep accurate records on each student such as grade books and progress reports, lesson plans, attendance records, and behavior/discipline records
- Maintain the classroom environment and discipline in an orderly fashion conducive to good learning
- Help maintain cleanliness in the school
- Exhibit punctuality
- Work in a professional and cooperative manner with others to achieve duties and responsibilities
- Follow the dress code as stated in the employee manual
- Act in accordance to the directives and assignments given by the Administrator
- Agree to abide by the policies, directives, and guidelines as stated in all Life Skills Center manuals pertinent to the position
- Write IEPs in a timely manner
- Provide information to school staff regarding needs
- Collaborate with teachers, psychologists, parents and Administrator
- Participate in the Intervention Assistance Team (IAT)
- Research and locate prior school IEP
- Keep Multifactor Evaluations (MFE) current, updated every three years
- Plan and deliver services for students with special needs
- Provide resources for classroom teachers for areas of disability
- Continuously maintain current training and updates pertaining to policies

- Be aware of students status for proficiency testing and provide proper accommodation
- Act as mentor for the Instructional Aides
- Schedule IEP meetings as needed
- Collaborate with professionals outside of school to continuously remain updated on student's progress
- Provide EMIS forms to the data entry personal for all IEP students
- School activities — the intervention Specialist is required to attend and/ or participate in such other activities as directed by the Administrator such as: faculty meetings (before or after school hours), open houses, commencement exercises, chaperone student activities, provide guidance for students, participate in professional learning communities, study and help resolve school problems, and participate in the preparation of courses of study -- these activities demonstrate valuable support for the Life Skills Center
- Act in accordance to the directives and assignments given by the Administrator
- Perform student home visits as required
- Perform other duties as assigned

I understand the above job duties as listed.

Employee Signature Date

White Hat Management, LLC.

Position: Student Data Specialist

Division: Life Skills Centers **Hiring Manager:** Administrator

Qualifications: High School diploma or higher; excellent attention to detail; highly organized; understands the importance of data integrity; work experience in field where accuracy of data entry was part of performance evaluation; experience with student information systems preferred; experience with Powerschool a strong plus; advanced computer skills, and proficiency in Microsoft Excel, Word, and web-based applications; strong multi-tasking skills; must be willing to become certified on designated systems; satisfactory completion of state required criminal history check and health tests; and physical ability to lift up to 25 pounds

Reports to: School Administrator

Supervision: None

Job Goals: To assist the building Administrator by managing the student information systems of the assigned school in conformity with the philosophy and policies adopted by White Hat Management, the rules of the governing Board, State Board of Education, the provisions of law, directives of the building Administrator and sound administrative practice.

Areas of Responsibility: Update and maintain all student information systems, and coordinate and direct all enrollment processes in conjunction with the building administrator.

Description: Specific duties Include, but are not limited to the following:

- Enter all student information in all applicable White Hat Management and State Department of Education databases accurately
- Enter and submit all school data for student count dates as applicable
- Resolve student data errors by communicating with local public school district quickly and accurately
- Prepare for and participate in FTE Reviews and other State and Sponsor audits
- Resolve data issues that arise from internal corporate or state audits
- Validate accurate and complete special education information into appropriate databases and communicating with the Special Education Department about student statuses
- Provide daily, weekly, and monthly reports along with continuous feedback to the building Administrator and White Hat Management
- Maintain knowledge of state reporting requirements
- Follow-up with families regarding records and documentation
- Update and maintain student files and transcripts
- Serve as the school's registrar
- Attend all professional development offered by the district regarding updating and maintaining information to the district's data base
- Treat everyone with respect and exhibit empathy with students
- Assist with enrollment as assigned
- Maintain a file of students who have been withdrawn due to the 105 hour rule and conduct and document a personal follow-up for re-enrollment purposes
- Collect and manage fees as directed
- Perform student home visits as needed
- Be accurate and accountable with strong attention to detail
- Must be organized, have the ability to follow-up, and meet deadlines
- Ability to communicate with management, parents and students
- Demonstrate support for students of the Life Skills Center
- Must be professional, respectful and courteous in communication with parents, students, and staff
- Must be responsible, a self-starter, require minimal supervision
- Professional attitude and ability to be flexible and deal with change
- Must dress in a professional manner to meet with public
- Understand the Life Skills Center mission and philosophy
- Perform all other job duties as assigned

I understand the above job duties as listed.

Employee Signature Date

White Hat Management, LLC.

Position: Teacher

Division: Life Skills Centers **Hiring Manager:** Administrator

Qualifications: Bachelor's Degree minimum; certification/licensure in appropriate area; meet NCLB HQT status in appropriate area; proficient in computer applications, including MS Office Suite, e-mail, and internet applications; excellent verbal and written communication skills; strong content knowledge in one or more content areas; exhibit genuine care for children and a passion for teaching; strong ability to gather, analyze, and interpret student data to make sound educational decisions; exhibit flexibility with regard to decision-making, daily challenges, and job duties; has strong sense of integrity; has a "team player" attitude; ability to work in a diverse educational community setting; understand the community and student demographics; understand or is willing to learn the RtI process; understand state proficiency testing as well as state teaching standards; satisfactory completion of state required criminal history check and health tests; and physical ability to lift up to 25 pounds

Reports to: School Administrator

Supervision: None

Job Goals: To assist the building Administrator by effectively educating students in conformity with the philosophy and policies adopted by White Hat Management, the rules of the governing Board, State Board of Education, the provisions of law, directives of the building Administrator and sound administrative practice.

Areas of Responsibility: Effectively utilize prior education and/or training, sound classroom management, technology, and the curriculum provided to successfully educate and graduate students.

Description: Specific duties Include, but are not limited to the following:

- Understand, accept, abide by, and advocate for the Life Skills Center's philosophy and mission statement in all school activities
- Has read and agreed to abide by the policies, directives, and guidelines as stated in all Life Skills Center manuals pertinent to the position
- Teach all subjects following the Life Skills Center's course of study or as assigned utilizing technology and varying teaching modalities
- Plan and execute instructional lesson plans
- Maintain a positive school environment through effective conflict resolution, collaboration, positive reinforcement, and educational leadership modeling
- Maintain a clean and safe classroom environment, and discipline in an orderly fashion conducive to good learning
- Motivate students to achieve their full attendance, academic, and behavioral goals, as well as other goals identified
- Keep accurate records on each student such as grade books and progress reports, lesson plans, attendance records, and behavior/discipline records
- Establish and maintain a positive rapport with students, parents, staff, school administration, and other stakeholders
- Maintain effective communication on an ongoing basis with students, parents, staff, school administration, and other stakeholders
- Perform student home visits as needed
- Prepare and administer all standardized tests as directed
- Work with the teaching staff to improve standardized and proficiency testing results
- Recognize opportunities for teachable moments with students
- Exhibit sound judgment in all decision making matters
- Use only forms or reporting records approved and /or adopted by the Life Skills Center
- Gather, maintain, and submit all student information and forms in a professional and timely manner
- Maintain confidentiality concerning all student information and any professional matters
- Utilize effective time management
- Use computers and other technology provided to assist students
- Participate in ongoing professional development activities
- Work in a professional and cooperative manner with others to achieve duties and responsibilities
- Exhibit punctuality
- Follow the dress code as stated in the employee manual
- School activities — the teacher is required to attend and/ or participate in such other activities

as directed by the Administrator such as: faculty meetings (before or after school hours), open houses, commencement exercises, chaperone student activities, provide guidance for students, participate in professional learning communities, study and help resolve school problems, and participate in the preparation of courses of study -- these activities demonstrate valuable support for the Life Skills Center

- Act in accordance to the directives and assignments given by the Administrator
- Perform other duties as assigned

I understand the above job duties as listed.

Employee Signature Date

White Hat Management, LLC.

Position: Title One Teacher

Division: Life Skills Centers **Hiring Manager:** Administrator

Qualifications: Bachelor's Degree minimum; certification/licensure in appropriate area; meet NCLB HQT status in appropriate area; proficient in computer applications, including MS Office Suite, e-mail, and internet applications; excellent verbal and written communication skills; strong content knowledge in one or more content areas; exhibit genuine care for children and a passion for teaching; strong ability to gather, analyze, and interpret student data to make sound educational decisions; exhibit flexibility with regard to decision-making, daily challenges, and job duties; has strong sense of integrity; has a "team player" attitude; ability to work in a diverse educational community setting; understand the community and student demographics; understand or is willing to learn the RtI process; understand state proficiency testing as well as state teaching standards; satisfactory completion of state required criminal history check and health tests; and physical ability to lift up to 25 pounds

Reports to: School Administrator

Supervision: None

Job Goals: To assist the building Administrator by effectively educating students in conformity with the philosophy and policies adopted by White Hat Management, the rules of the governing Board, State Board of Education, the provisions of law, directives of the building Administrator and sound administrative practice.

Areas of Responsibility: Effectively utilize prior education and/or training, sound classroom management, technology, and the curriculum provided to successfully educate and graduate students.

Description: Specific duties Include, but are not limited to the following:

- Understand, accept, abide by, and advocate for the Life Skills Center's philosophy and mission statement in all school activities
- Has read and agreed to abide by the policies, directives, and guidelines as stated in all Life Skills Center manuals pertinent to the position
- Teach Reading, English/Language Arts, and/or Mathematics to students needing remediation or extra support in those areas following the Life Skills Center's course of study or as assigned utilizing technology and varying teaching modalities
- Plan and execute instructional lesson plans
- Maintain a Title One log documenting students tutored or worked with
- Assist with federal Title One program audits
- Maintain a positive school environment through effective conflict resolution, collaboration, positive reinforcement, and educational leadership modeling
- Maintain a clean and safe classroom environment, and discipline in an orderly fashion conducive to good learning
- Motivate students to achieve their full attendance, academic, and behavioral goals, as well as other goals identified
- Keep accurate records on each student such as grade books and progress reports, lesson plans, attendance records, and behavior/discipline records
- Establish and maintain a positive rapport with students, parents, staff, school administration, and other stakeholders
- Maintain effective communication on an ongoing basis with students, parents, staff, school administration, and other stakeholders
- Perform student home visits as needed
- Prepare and administer all standardized tests as directed
- Work with the teaching staff to improve standardized and proficiency testing results
- Recognize opportunities for teachable moments with students
- Exhibit sound judgment in all decision making matters
- Use only forms or reporting records approved and /or adopted by the Life Skills Center
- Gather, maintain, and submit all student information and forms in a professional and timely manner
- Maintain confidentiality concerning all student information and any professional matters
- Utilize effective time management
- Use computers and other technology provided to assist students
- Participate in ongoing professional development activities
- Work in a professional and cooperative manner with others to achieve duties and responsibilities

- Exhibit punctuality
- Follow the dress code as stated in the employee manual
- School activities — the teacher is required to attend and/ or participate in such other activities as directed by the Administrator such as: faculty meetings (before or after school hours), open houses, commencement exercises, chaperone student activities, provide guidance for students, participate in professional learning communities, study and help resolve school problems, and participate in the preparation of courses of study -- these activities demonstrate valuable support for the Life Skills Center
- Act in accordance to the directives and assignments given by the Administrator
- Perform other duties as assigned

I understand the above job duties as listed.

Employee Signature Date

White Hat Management, LLC.

Position: Employability Specialist

Division: Life Skills Centers **Hiring Manager:** Administrator

Qualifications: Master's degree in Vocational Education or a related discipline preferred, Bachelors degree required; At least 3 years of experience providing vocational education, placement and/or development services; knowledge of vocational/career education and guidance techniques and methods; knowledge of the social and cultural factors impacting vocational success; familiarity with community vocational resources and local labor market; proficiency with Microsoft Office products and data entry; valid driver's license, liability insurance and good driving record; meet education standards as applicable; satisfactory completion of state required criminal history check and health tests; and physical ability to lift up to 25 pounds

Reports to: School Administrator

Supervision: None

Job Goals: To assist the building Administrator by providing vocational guidance and education to students in conformity with the philosophy and policies adopted by White Hat Management, the rules of the governing Board, State Board of Education, the provisions of law, directives of the building Administrator and sound administrative practice.

Areas of Responsibility: Provide effective job development, vocational guidance, case management, teaching, and community engagement that will lead to student success in the workplace.

Description: Specific duties Include, but are not limited to the following:

- Act on behalf of students to assist them in becoming knowledgeable about community, education, and employment resources and strive to create employment opportunities through a network of informed employers and business leaders
- Help students explore issues regarding past behaviors and experiences while developing student interest in vocational development by helping students develop a more constructive thought process about the world of work
- Write a course of action that will lead to the achievement of a vocational skill, provide ongoing support to the student throughout the program, and make appropriate referrals
- Teach, as required or requested, an employability skills training class to assist students in preparing for today's job market
- Assist students in developing achievable vocational goals
- Collect, organize, and analyze information about individuals through records, tests, interviews, and professional resources to appraise their interests, aptitudes, abilities, and personality characteristics for vocational and educational planning
- Compile and study occupational, educational, and economic information to aid students in making and carrying out vocational and educational objectives
- Identify need for and assist in the development of supportive services to facilitate bringing students into job-ready status
- Teach employability skills training classes and create associated lesson plans aligned to state standards
- Counsel and instruct students in matters such as vocational choices, job readiness, job seeking skills, development of appropriate work attitude and ethics, satisfactory job performance, and job retention skills and behaviors
- Assist students to understand and overcome social and emotional problems that inhibit vocational success
- Maintain all required data in computerized systems
- Assist in helping students access resources and provide follow-up on all work-related referrals that are made
- Monitor the student's interactions with referral sources and employers
- Advocate and support student when barriers are encountered
- Reinforce the development that takes place throughout the vocational training and employment of students
- Promote and develop paid, employment, volunteer, and on-the-job training opportunities for Life Skills Center students with employers
- Confer with potential employers to communicate objectives of program and to solicit cooperation in adapting work situations to special needs of students
- Establish relationships with employers and employment agencies and survey newspapers and online resources to locate opportunities for students
- Provide quality customer service to employers regarding problems, complaints, and progress of placed students
- Confer with employer and visit work site to monitor progress of student and to determine the support needed to meet employer requirements and fulfill program goals
- Represent student skills to potential employers
- Assist students in applying for jobs
- Place students in appropriate work or volunteer situations
- Inform businesses, laborers, and the public about students and school by networking with community business groups and related associations to develop quality job placement opportunities for students
- Confer with community groups to impart information about program and to coordinate program functions with related activities
- Demonstrate to employers the effectiveness and profitability of employing Life Skills Center students by

identifying jobs students could perform
- Engage in research and follow-up activities to evaluate the program and identify ways to improve performance
- Maintain and complete necessary documentation, reports, and case recording following the standards of the Life Skills Center
- Follow all Life Skill Center policies and procedures
- Maintain positive relationships with supervisors, peers, students, employers, and the public
- Maintain discipline and enforce the Life Skills Center Code of Conduct in all applicable situations
- Understand the Life Skills Center mission and philosophy
- Perform all other job duties as assigned

I understand the above job duties as listed.

Employee Signature Date

2012-13 SCHOOL AGREEMENT

This School Contract ("Agreement") is made this __ day of _____ by and between _____ (hereinafter referred to as the "SCHOOL") and _____, who resides at residing at _____(hereinafter referred to as "EMPLOYEE").

WHEREAS, the SCHOOL wishes to employ EMPLOYEE and EMPLOYEE wishes to be employed by the SCHOOL in accordance with the terms and conditions set forth below. NOW THEREFORE, in consideration of the foregoing and of the mutual promises set forth below, the parties agree as follows:

1. **Employment**. The SCHOOL agrees to employ EMPLOYEE and EMPLOYEE agrees to be employed by the SCHOOL as a/an **Employability Specialist**. EMPLOYEE agrees to devote his/her full time and best efforts to teacher and/or support [as assigned by grade or subject(s)] the curriculum, instructional methods, and classroom/building management programs as set forth by the SCHOOL. In addition, the EMPLOYEE agrees to abide by all policies and procedures of the SCHOOL, and fulfill any such duties that may be assigned.

2. **Scholastic Requirements of Employee.** The scholastic requirements of EMPLOYEE shall include such minimum educational requirements and valid certification as may be required by law and/or by the SCHOOL. Employee must provide a copy of any required academic transcripts and/or certificates to the SCHOOL for filing.

3. **Compensation/Benefits**. EMPLOYEE shall be paid based on a base salary of _____ beginning _____. EMPLOYEE shall be paid his/her salary in semi-monthly installments of _____on the 15th day and the 30th (or last) day of each month, or on the previous business day if such day falls on a weekend or holiday. EMPLOYEE's contribution to the State Retirement System and withholding taxes will be deducted from the EMPLOYEE's salary in accordance with applicable law. EMPLOYEE shall be eligible for such fringe benefits as the SCHOOL may generally provide to its employees from time to time. EMPLOYEE shall be eligible for up to **5** personal and **10** vacation days off per school year. Employees who are hired after the start of the school year are eligible for a prorated number o paid time off days.

4. **2009-10 School Calendar/Normal Hours of Operation.** The 2012-13 School Calendar will be issued upon final approval of the Calendar. The hours worked by EMPLOYEE shall be determined by his/her duties and/or the hours of the school day, of which 30 minutes is used for unpaid lunch. Employee agrees that he/she will not work any hours in excess of these hours without prior written approval of the Employer. The work schedule for the EMPLOYEE shall be determined by the SCHOOL in writing.

5. **Employment at Will and Probationary Periods**. Notwithstanding any other provisions of this Agreement, the EMPLOYEE is employed "at will". The SCHOOL may dismiss EMPLOYEE from his/her employment at any time with or without cause. This Agreement shall terminate at the conclusion of the School Year, if not earlier terminated, and may not be renewed except in writing executed by EMPLOYEE and by an authorized representative of the SCHOOL. All EMPLOYEES of the SCHOOL shall be on a 90 day probationary period beginning with the first day of employment. If the SCHOOL is a PROBATIONARY SCHOOL EMPLOYEE agrees to a rigorous evaluation schedule. Such schedule is attached for signature and agreement for all PROBATIONARY SCHOOLS. Otherwise, EMPLOYEE agrees to evaluations based upon the guidelines attached as Exhibit A. A PROBATIONARY SCHOOL is a school identified as one needing improvement in a specific area. If the SCHOOL is a PROBATIONARY SCHOOL the evaluation is attached and EMPLOYEE must read, agree to and sign such agreement in conjunction with this AGREEMENT.

6. **Outside Employment/School Year.** EMPLOYEE shall notify the SCHOOL of any outside employment during the 2012-13 School Year. Additionally, EMPLOYEE must gain the pre-approval of the EMPLOYER if outside employment may impact the ability of the EMPLOYEE to perform his or her required duties and or if the outside employment requires an alteration to the EMPLOYEE'S daily work schedule. EMPLOYEE must notify SCHOOL in writing two weeks prior to the commencement of such outside employment. The SCHOOL may at any time require the EMPLOYEE to cease or not to begin any such outside employment.

7. **Confidentiality and Conflict of Interest.** EMPLOYEE acknowledges that he/she shall, during his/her employment receive information and knowledge that is confidential, proprietary and the business or trade secrets of the SCHOOL. EMPLOYEE acknowledges that he/she shall not reveal, share, discuss or publish, during his/her employment, or any time after the termination of this agreement any such information that may be deemed confidential, proprietary, and or the business or trade secrets of the SCHOOL. Any requirement of this paragraph may be enforced through injunctive proceedings since the damage to be suffered by SCHOOL is irreparable and incapable of being calculated and is appropriate for injunctive relief. Should SCHOOL successfully bring suit and obtain injunction against the EMPLOYEE, the SCHOOL shall be able to recover as a part of that action its costs including reasonable attorney fees, court costs, deposition cost, etc. This section shall survive any termination or expiration of employment. Further, The EMPLOYEE hereby agrees that during the term of his employment with the SCHOOL, he/she shall not engage in any activity individually or be associated in any capacity with any other organization which competes with and or provides similar services to White Hat Management or its affiliates or subsidiary organizations in any of its business areas including providing educational services without first obtaining the written prior authorization from White Hat Management. Violation of this provision will lead to discipline up to and including discharge.

8. **School Property-Return of Materials.** EMPLOYEE hereby acknowledges that he/she will receive or have access to SCHOOL materials regarding the operation, management, curriculum and other confidential and/or proprietary material to its' operations. EMPLOYEE hereby acknowledges that any and all materials given to it by SCHOOL is and will remain the property of the SCHOOL, even though in the possession of the EMPLOYEE. These items may include educational materials, books, curriculum, laptops, company credit cards, cellular phones, keys, and parent, student and employee information. Employee agrees that he/she shall return all such items without retaining any copies upon the termination of this agreement for any reason.

9. **Covenant Not to Compete**. EMPLOYEE acknowledges that during the course of this contractual employment period, if he/she elects to resign his/her position, then the EMPLOYEE for a period of no longer than the remainder of the of the contract period, shall refrain from accepting employment, and or acting in the capacity of a Board or Director's Member, Advisor, or Consultant with a competing or similarly focused charter school, and or for a member of the SCHOOL's Board of Directors, the SCHOOL'S Charter School Sponsor, or any related or subsidiary division of the Charter School Sponsor, unless the SCHOOL's Charter School Sponsor is a School District and the EMPLOYEE was on an assigned teaching status.

10. **Miscellaneous**. This agreement constitutes the entire agreement between the parties concerning the subject matter herein and may not be modified except in a writing executed by EMPLOYEE and by an authorized representative of the SCHOOL. This Agreement cannot be assigned by EMPLOYEE. This Agreement shall be governed by the laws of the State of Ohio.

The Undersigned have executed this Agreement as of the date first written above.

EMPLOYEE		SCHOOL
_____		_____
Signature		
		By: _____
_____	_____	_____
Print Name	Date	Administrator

ATTACHMENT 9

The Life Skills Center
of Warrensville Heights

Accounting Policies and Procedures Manual
Description of Internal Control Procedures

Accounting Policies and Procedures

Fiscal Management Overview

The Life Skills Center of Warrensville Heights strives to reflect sound economic and accounting policies in the operation of its School. The School believes that having established procedures and strong internal controls is an integral part of delivering its educational model and achieving its mission of serving at-risk youth.

The following specifically addresses the policies, procedures, and internal control practices the School will follow.

Fiscal Management Procedures

I. PAYROLL

The School and the Human Resources Department are responsible for monitoring the hiring of employees, authorizing salaries, initiating employment contracts and maintaining the staffing levels approved in the annual budget.

All approved employment contracts and other required employee data are entered into the payroll system and forwarded to the payroll department for processing on the pay dates. All contracts are paid equally over 24 pays and are pro-rated for varying dates of hire.

Before each pay, any changes (new hire, termination, pay increase, etc.) are forwarded by the School administration to the Human Resources department for review and entering into the personnel records. Approved changes are then forwarded to the payroll manager and reviewed for reasonableness prior to being given to the payroll processors.

The School is responsible for reporting staff absences and the use of substitute employees. Absentee reports are submitted on Friday of each pay period. These reports are submitted to the Human Resources department and are used to update employee leave balances. Leave taken without sufficient leave balances are docked from the employee's pay.

All insurances and other deductions are submitted to the Human Resources department on the required forms and maintained in the employee personnel file. Such deductions are made from the employees' pay once approved by the Human Resources department.

II. PURCHASING

The Controller is responsible for assuring that all purchases against the assigned budget are appropriate and necessary.

The purchasing process is initiated when a School Administrator or their designee submits a purchase requisition request to the Purchasing Department. Once approved by the Purchasing Manager, a pre-numbered purchase order is generated and signed by the manager. The order is then placed directly with the specified vendor.

When required or appropriate, the School will follow and meet all of the requirements of the procurement laws as dictated in the Ohio Revised Code.

III. RECEIVING

Once goods and services are received, the outstanding purchase order is then closed. This is done electronically and signals to the Accounts Payable Department that payment for the order is now authorized. A copy of the closed purchase order is printed and attached to the invoice at the time of payment.

IV. ACCOUNTS PAYABLE

All vendor invoices are received and retained by the Finance Department. Once an invoice is received it is matched to the closed purchase order and reviewed for reasonableness or obvious errors. (Invoices are verified by checking extensions, footing, discounts and freight terms.) Once the documents are matched, the Accounts Payable clerk will assign the specific accounts that should be charged in relation to the type of expense incurred. The account distribution is verified and any necessary changes are noted on the invoice.

The invoices to be paid are then entered into the School's accounting system and then posted to the general ledger. A report of the amounts to be paid is generated by the system and reviewed by the Controller. Selected checks are then cut and sent to vendors on at least a weekly basis. If special circumstances warrant and the Controller approves, checks may be cut outside of the normal check run.

The checks are signed by a laser signature. The checks and the appropriate back-up documents are then assembled by the Accounts Payable clerk and presented to the Controller for a final review. Once approved, the check is then authorized for release.

No manual checks are authorized without the consent of the Controller.

All bank accounts are reconciled on a monthly basis by the Controller's assistant. The Controller then reviews and approves the completed reconciliation. Any necessary adjustments to the general ledger are made at the time of reconciliation.

V. TRAVEL

Employees and Board Members of the School are entitled to reimbursement of business related expenses associated with their performance of official school business.

Where applicable, all reimbursements are processed in accordance with U.S. GSA (General Services Administration) guidelines with respect to per diem and mileage rates.

Reimbursement requests must be submitted on a standard form (provided by the Finance Department) and completed with all the required information (dates, places, business purpose, amount). All requests, with the exception of mileage, shall be accompanied by an original receipt to evidence the expense incurred. Finally, all requests must be signed by the individual and their immediate supervisor.

All employees/ Board members are eligible for reimbursement of travel related expenses upon return from their trip. Prepayment for meals and/or lodging is not allowable.

Approved reports are submitted to the Accounts Payable group for processing.

VI. CASH RECEIPTS

All monies received directly by the School are receipted on pre-numbered, 3-ply, receipts. The pre-numbered receipts prepared for monies collected must include the payer, date, amount, fund, receipt code and a description of payment. The person initiating the receipt will sign the receipt. The original receipt is given to the payer, a designated copy is forwarded to the Finance Department and the person initiating the receipt retains the third copy.

All cash collections are deposited into the appropriate bank account on a regular, if not daily, basis. All deposits are then recorded in the general ledger by the Finance Department.

The majority of cash collections will be received electronically by the School's bank via EFT/ACH. Such deposits will be recorded to the general ledger at the time of receipt.

VII. ACCOUNTS RECEIVABLE

To the extent required, the Finance Department will generate invoices to outside entities/ agencies. Such invoices will be generated through the accounting system, reviewed by the Controller and sent to the appropriate party for collection.

Upon collection of monies due on a particular invoice, the Finance Department will follow the cash receipt procedures previously described and close out the outstanding amount in the accounting system.

On a regular basis, no less than monthly, outstanding invoices left unpaid will be Reviewed for collectability by the Controller. Action to be taken on uncollectible accounts will be determined at that time based on the specific circumstances that may exist.

VIII. INVESTMENTS

The School will maintain all monies and cash balances in an interest-bearing checking account. Interest generated on balances maintained is credited by the financial institution on a monthly basis. The amount of interest earned is receipted and recorded to the general ledger when the credit is received.

Note: Initially, the School will not maintain any investments beyond interest bearing instruments available through its financial institution. At such time that the School is able to consider a more diverse investment strategy, a Board-approved Investment Policy will be put in place to specifically address the types of instruments the School will be invested in as permitted by law.

IX. FIXED ASSETS

The School will follow a policy of capitalizing individual assets costing greater than $5,000.

The School through the direction of the Finance Department will maintain a record of all assets meeting the criteria for capitalization and owned by the school in a fixed asset database.

The database shall include than the following information:

- Asset tag number
- Description
- Serial number (if available)
- Check number
- Acquisition date
- Location
- Estimated life

IX. FIXED ASSETS (Continued)

All depreciation related to the maintaining of these assets will be calculated by the database.

At least annually, a physical inventory of the School will be performed by the Finance Department.

All requests for removal of surplus property, deletions and discards must be approved by the Board. All requests must be processed through the Finance Department. In no case should equipment be removed or discarded without prior authorization from the Board.

X. GRANT PROGRAMS

All applications for supplemental grant funding through State and/or Federal sources require approval of the Board.

Upon receipt of an award notice, a budget document is prepared and submitted to the Controller for review and processing. New award budgets are presented to the School's governing board and then forwarded to the State Department of Education for approval.

Final approved budgets are returned to the Controller and are made part of the School's operating budget. The Finance Department/ Controller monitors grant award budgets. The program Coordinator acts as a control agent and is responsible for monitoring any specific compliance issues related to the grant.

XI. MONTH END PROCEDURES

On a monthly basis, the Controller will produce a standard set of financial statements that will consist of no less than the following components:

Statement of Net Assets (Balance Sheet)
Statement of Changes in Net Assets (Income Statement)
Budget versus Actual Comparison
Check Register
Bank Reconciliation

These documents will be presented to the Board at the regularly scheduled meetings for approval.

The Life Skills Center of Warrensville Heights

Internal Control Policies and Procedures

The Life Skills Center of West Warrensville Heights has established the following procedures to maintain internal control over all assets. The purpose for establishing internal control is to provide reasonable assurance that the school will accomplish its objectives of safeguarding assets, providing accurate financial information, promoting operational efficiency and ensuring compliance with laws, regulations and established school policies and procedures.

In order to provide a comprehensive description of the internal control practices the School will follow in the performance of its fiscal management procedures, an internal control checklist has been provided. See Appendix A.

Aside and apart from the major transaction cycles described in the checklist, the School also has internal control procedures in place to address the following two areas:

AUDIT

The School will receive an annual independent financial audit by a qualified auditing firm. The auditor will perform the audit in accordance with Generally Accepted Accounting Principles (GAAP), Generally Accepted Auditing Standards (GAAS) and Government Auditing Standards to determine whether the financial statements fairly present the financial position of the School, whether internal controls over financial reporting have been properly designed and implemented, and whether the School has complied with all applicable laws and regulations.

BUDGET

The School will prepare and adopt an annual budget. The Operating Budget is prepared under the direction of the Board and Controller.The final decision making authority with regard to budget issues rests with the Board with input from the Controller.

Increases, decreases and adjustments to the final operating budget throughout the year are presented to the Board for approval. Once approved, the change is recorded in the budget and the financial records of the School by the Controller. A revised budget is then issued and becomes the operating budget for the School.

At each regular meeting of the Board and upon close of each fiscal year, the Controller determines the actual results as compared to budget and presents the results to the Board.

The Life Skills Center of Warrensville Heights

Appendix A

Internal Control Checklist

GENERAL

1. Are accounting records kept up-to-date and balanced monthly?
2. Is a standard chart of accounts with descriptive titles in use?
3. Are adequate and timely reports prepared to insure control of operations?
 a. Daily reports
 b. Monthly financial statements
 c. Comparison of actual results with budget
 d. Cash and other projections
4. Does the owner/Board take an active interest in the financial affairs and reports available?
5. Are personal expenses kept separate from business expenses?
6. Are employees who are in a position of trust bonded?
7. Are director/employees required to take annual vacations and are their duties covered by another?
8. Are monthly bank reconciliations reviewed by owner/director?
9. Do employees appear to be technically competent?
10. Are job descriptions prepared?
11. Is there any separation of duties?
12. Is there utilization of machine accounting and/or EDP in the preparation of financial reports, accounts receivable, etc.?
13. Are Minutes up to date and complete?
14. Are governmental reporting requirements being complied with in a timely manner?
15. Is insurance maintained in all major cases and is this coverage reviewed periodically by a qualified individual?

PAYROLL

1. Is owner/director acquainted with all employees and does he or she approve all new hires and changes of pay rates?
2. Is there a folder for each employee that contains an employment application, W-4, authorizations for deductions, etc.?
3. Are there controls to prevent the payroll from being inflated without the knowledge of owner/director by fictitious employees or padded hours?
4. Does the owner/director sign all payroll checks?
5. Is the payroll bank reconciliation prepared by someone other than the bookkeeper?
6. Is the payroll paid from a separate interest bank account?

CASH RECEIPTS

1. Is mail opened by director/owner or someone other than the bookkeeper?
2. Does the client have adequate documentation of cash receipts?
3. Are checks immediately endorsed for deposit only, deposited promptly and intact?
4. Are over-the-counter receipts controlled by cash register, prenumbered receipts, etc., and are these reviewed by owner/director?
5. Are checks returned by the bank followed up for subsequent disposition?

ACCOUNTS RECEIVABLE

1. Are work orders, sales orders, shipping documents and invoices prenumbered and controlled?
2. Are sales invoices reviewed for price, terms, extensions and footings?
3. Is an aged trial balance prepared monthly, reconciled to the general ledger and reviewed by the owner/director?
4. Are monthly statements:
 a. Reviewed by owner/director?
 b. Mailed to all accounts?
 c. Are zero and credit balance statements mailed?
5. Are write-offs, credit memos and special terms approved by the owner/director?
6. Is there sufficient separation of the receipts function and the application of payments to the accounts receivable?
7. Are notes and other receivables under separate control?
8. Do adequate controls exist to assure receipts from miscellaneous sales (scrap, fixed assets, rents, vending machines, etc.)?

ACCOUNTS PAYABLE, PURCHASES, DISBURSEMENTS

1. Are prenumbered purchase orders used and are these approved by owner/director?
2. Are competitive bids required above prescribed limits?
3. Are payments made from original invoices?
4. Are supplier statements compared with recorded liabilities?
5. Are all disbursements made by prenumbered checks?
6. Is the owner/director's signature required on all checks?
 a. Does owner/director sign checks only when they are accompanied by original supporting documentation?
 b. Is the documentation adequately cancelled to prevent reuse?
7. Is there evidence that the following items have been checked before invoices are paid?

 a. Prices, discounts, sales tax
 b. Extensions and footings
 c. Receipt of goods or services
 d. Account distribution
8. Are voided checks retained and accounted for?
9. Is there a petty cash fund?
 a. If so, is there a responsible employee designated as a custodian of the fund?

INVESTMENTS

1. Is there effective utilization of temporary excess funds?
2. Is income frominvestments accounted for periodically?

PROPERTY, PLANT & EQUIPMENT

1. Are there detailed and updated records to support general ledger totals for assets and accumulated depreciation?
2. Is the owner/Board acquainted with assets owned, and is approval required for sale or acquisition?
3. Are there physical safeguards against theft or loss of small tools and other highly portable equipment?
4. Is there a policy distinguishing capital and expense items?

FISCAL VIABILITY

The five year budget and financial plan for the School are included as an attachment. The budget assumptions are designed to be conservative and account almost for a worst case scenario. The amount used for per pupil funding in the initial budget year is equal to the current (FY12) state aid amount plus categorical funding. This is based on the expectation of a similar school enrollment wise that is managed by the same management company. In subsequent years, state aid funding increases due to the projected enrollment increases. This increase is a result of plans to build out more classrooms during the first year of operation. The amount of state aid per pupil funding is projected to remain constant at FY12 levels for the entire budget period. The School does realize that there is potential for the amount of per pupil funding to actually decrease in the coming years due to the state budget situation. The School feels that the relationship with the management company would shield them from any significant changes in the state aid funding because of the management agreement that is in place between the School and the Management Company. Since 96% of the state aid revenue would flow to the Management Company to fund operations the School's share of any cuts in school funding would be insignificant to the finances of the School.

Also included on the revenue side for the School is funding for Federal Programs. Again, the experience of the management company in operating very similar schools is the basis for this funding source. Although funding from Federal Programs is expected to increase in proportion to the increase in student enrollment each year, the majority of the School's first year allocation would be rolled over into the second year, due to the way that federal grants are disbursed to new schools.

The assumptions for the expense side of the five year operating budget are fairly straightforward. There would be no auditing expense in the first year, but after that the audit costs are based on experiences with a similar school. Each year after the first year, expenses are increased by 2% annually to reflect slightly higher costs. The biggest expense, Purchased Services: Management Fees is a set 96% of state aid funding to reflect the costs of the management agreement that will be in place. The same is true for Purchased Services: Grant Programs and the Food Service expense. Since these programs will be operated by the management company, the expenses of these programs will be equal to the revenue generated. Sponsorship Fees are assumed for this budget to be 1.5% of state aid. The remainder of the expenses in the budget is based on past experience operating similar schools.

It is clear that the School can begin to build a fund balance very quickly under these budget assumptions. As the School begins to build a fund balance more money could be allocated to Board of Education programs that the School could offer to supplement the educational programs of the management company. The School does not anticipate needing any additional funding sources outside of the state per pupil funding and federal grant funding in order to be financially viable.

Operating Budget
Fiscal Years 2013-2017
Signal Tree Academy Northeast, Inc.

	2013	2014	2015	2016	2017
Operating Revenues:					
State Aid	$ 921,300	$ 1,062,625	$ 1,203,950	$ 1,345,275	$ 1,486,600
Total Operating Revenue	$ 921,300	$ 1,062,625	$ 1,203,950	$ 1,345,275	$ 1,486,600
Operating Expenses:					
Purchased Services: Mgt Fees	$ 884,448	$ 1,020,120	$ 1,155,792	$ 1,291,464	$ 1,427,136
Purchased Services: Grant Programs	$ 100,000	$ 125,000	$ 150,000	$ 175,500	$ 200,070
Sponsorship Fees	$ 13,820	$ 15,939	$ 18,059	$ 20,179	$ 22,299
Legal	$ 4,500	$ 4,590	$ 4,682	$ 4,775	$ 4,871
Auditing & Accounting	$ 7,000	$ 7,140	$ 7,283	$ 7,428	$ 7,577
Insurance	$ 9,500	$ 9,690	$ 9,884	$ 10,081	$ 10,283
Board of Education	$ 1,500	$ 1,530	$ 1,561	$ 1,592	$ 1,624
Advertising	$ 250	$ 255	$ 260	$ 265	$ 271
Miscellaneous	$ 125	$ 128	$ 130	$ 133	$ 135
Total Operating Expenses	$ 1,021,143	$ 1,184,392	$ 1,347,650	$ 1,511,418	$ 1,674,266
Non-Operating Revenue					
Grants	$ 100,000	$ 125,000	$ 150,000	$ 175,500	$ 200,070
Interest Income	$ 100	$ 100	$ 100	$ 100	$ 100
Total Non-Operating Revenue	$ 100,100	$ 125,100	$ 150,100	$ 175,600	$ 200,170
Change in Net Assets	$ 258	$ 3,333	$ 6,400	$ 9,457	$ 12,504
Unrestricted Net Assets, July 1	$ -	$ 258	$ 3,591	$ 9,990	$ 19,447
Unrestricted Net Assets, June 30	$ 258	$ 3,591	$ 9,990	$ 19,447	$ 31,951

Assumptions:
Revenue for FY2013 is based on an FTE count of 100; FY2014 is based on 125 FTE's; FY2015 is based on 150 FTE's; FY2016 is based on 175 FTE's; and FY2017 is based on 200 FTE's.
The base per pupil amount used is $5,653 for FY2013, and remains the same throughout the remainder of the forecast.
Beginning with FY2014, expenses are increased by 2% each year unless an agreement dictates otherwise. Interest remains constant each year.

IRN No. County:

Signal Tree Academy Northeast, Inc.

Statement of Receipts, Disbursements, and Changes in Fund Cash Balances
For the Fiscal Years Ending June 30, 2013 through 2017, Forecasted

	Fiscal Year 2013	Fiscal Year 2014	Fiscal Year 2015	Fiscal Year 2016	Fiscal Year 2017
Operating Receipts					
State Foundation Payments (3110, 3211)	$921,300	$1,062,625	$1,203,950	$1,345,275	$1,486,600
Charges for Services (1500)	0	0	0	0	0
Fees (1600, 1700)	0	0	0	0	0
Other (1830, 1840, 1850, 1860, 1870, 1890)	0	0	0	0	0
Total Operating Receipts	921,300	1,062,625	1,203,950	1,345,275	1,486,600
Operating Disbursements					
100 Salaries and Wages	0	0	0	0	0
200 Employee Retirement and Insurance Benefits	0	0	0	0	0
400 Purchased Services	1,021,143	1,184,392	1,347,650	1,511,418	1,674,266
500 Supplies and Materials	0	0	0	0	0
600 Capital Outlay -New	0	0	0	0	0
700 Capital Outlay - Replacement	0	0	0	0	0
800 Other	0	0	0	0	0
Total Operating Disbursements	1,021,143	1,184,392	1,347,650	1,511,418	1,674,266
Excess of Operating Receipts Over (Under) Operating Disbursements	(99,843)	(121,767)	(143,700)	(166,143)	(187,666)
Nonoperating Receipts/(Disbursements)					
Federal Grants (all 4000 except fund 532)	100,000	125,000	150,000	175,500	200,070
State Grants (3200, except 3211)	0	0	0	0	0
Donations (1820)	0	0	0	0	0
Interest Income (1400)	100	100	100	100	100
Debt Proceeds (1900)	0	0	0	0	0
Debt Principal Retirement	0	0	0	0	0
Interest and Fiscal Charges	0	0	0	0	0
Transfers - In	0	0	0	0	0
Transfers - Out	0	0	0	0	0
Total Nonoperating Revenues/(Expenses)	100,100	125,100	150,100	175,600	200,170
Excess of Operating and Nonoperating Receipts Over/(Under) Operating and Nonoperating Disbursements	258	3,333	6,400	9,457	12,504
Fund Cash Balance Beginning of Fiscal Year	0	258	3,591	9,990	19,447
Fund Cash Balance End of Fiscal Year	$258	$3,591	$9,990	$19,447	$31,951

Assumptions

Revenue for FY2013 is based on an FTE count of 100; FY2014 is based on 125 FTE's; FY2015 is based on 150 FTE's; FY2016 is based on 175 FTE's; and FY2017 is based on 200 FTE's.

The base per pupil amount used is $5,653 for FY2013, and remains the same throughout the remainder of the forecast.

Beginning with FY2014, expenses are increased by 2% each year unless an agreement dictates otherwise. Interest remains constant each year.

Per Pupil Expenditure Worksheet

School Name: Signal Tree Academy Northeast, Inc.

Sponsor:

IRN: County:

A. Basic Formula	X	Estimated number of students	=	Formula Total
$ 5,653.00	X	100	=	$ 565,300

B. Estimated Revenue from PBA Family Services	=	$ 26,000
C. Estimated Revenues from Special Education Weighted Funds	=	$ 100,000
D. Sum of Estimated FY Annual Revenues	=	$ 691,300
E. Total number of Students		**100**

Total Per Pupil Expenditure = Sum of Estimated FY Annual Revenues/ Total number of Students

Total Per Pupil Expenditure: **$ 6,913**

PBA

Professional Development	$	2,000
All Day Kdg	$	-
Drop Out Prevention	$	12,000
Classroom Opportunities	$	-
Community Outreach	$	12,000
Total PBA	**$**	**26,000**

Other Funding

Intervention Aid	$	20,000
Special Ed	$	100,000
CTA	$	110,000
Parity Aid	$	100,000
Grants	$	100,000
Total Other Funding	**$**	**430,000**

Total Funding First Year	**$**	**921,300**

FISCAL PLAN

Part I:
School Treasurer's License or Proof of
Required Training and Bond Fiscal
Services Agreement, if applicable

Part II: School
Fiscal Plan
(1 outline is to be made part of the contract as written)

The **School w**ill comply with ORC 3314.08 (J) (1) (a) (b) and Chapter 117

A. Sources of finding

Attached is the required five year budget plan of the **School** which specifies the sources of income and the school's anticipated expenses. Also attached are the Spending Plan and other financial information including the Per Pupil Expenditure worksheet per years of this contract, a copy of the financial Information Summary, and the CSADM Web Access form.

B. Program Audits

The **School** will submit documents for the financial reviews that will be conducted on a bi-monthly basis by the **Sponsor.**

C. Financial Audits

The **School** will cooperate with the State Auditor for audits of the **School** on a schedule to be determined by the Auditor. The **School** will provide copies of these audit reports to the sponsor**,** and as otherwise required by law.

D. Periodic cash flow statements

The fiscal officer will provide monthly cash flow statements to the **Governing Authority** and will make them available to the **Sponsor,** upon request, as a part of its monthly compiled financial statements.

E. Review of School Budgets

The **School's** budgets will be reviewed by the **Governing Authority** of the school on a monthly basis and in conjunction with the review of the monthly financial statements. Adjustments to budgets will be made only when a significant change occurs which would make previously approved budgets obsolete as a planning and review tool. Material variations from the budgets will be reported to the **Governing Authority** and explained, as they occur.

F. Coordination with Fiscal Officer of **Sponsor**

The fiscal officer of the School will coordinate with the school's sponsor by

communicating by telephone and through e- mail and other electronic means.

G . Accounting Procedures

Commit to the fact that the **School** uses the accrual method of accounting, following procedures which are in accordance with Generally Accepted Accounting Principles (GAAP), Government Accounting Standards and any other applicable requirements as set forth by law. Although the accounting/financial services provided by the **School** are on a cash basis, it employs the accrual basis for the records that it maintains on site.

H. Purchasing

Commit to the following - Purchases of all equipment, materials, supplies and furniture up to the amount of $500 per item will be made at the discretion of the Principal, in consultation with the Business Manager/fiscal officer within the guidelines of the approved budget. Any one item that exceeds $500 must be approved by the **Governing Authority** prior to commitment to purchase, or as soon thereafter as practical. The Board may subsequently ratify any such purchase if it deems such action to be reasonable and prudent.

I. Contracted Accounting Services

If this is the intention, the following language is offered as an example: The **School** will contract with for payroll processing, compilation of accounting reports and data entry to USAS and EMIS for financial purposes. The financial services include the following:

1. Bimonthly Payroll Service
 a. Payroll function, to include services similar to "ADP" or "Paychex" or the use of "QuickBooks" or similar accounting system. Prepare all quarterly and annual reporting, including W-2's. However, the **School** is ultimately responsible for payroll tax and retirement system compliance.

2. Financial Services
 a. Provide services whereby check stubs and receipts of the **School** are taken by the contractor, which then produces monthly financials in the format prescribed by the State of Ohio. All reporting would be compiled under the Uniform School Accounting System (USAS) and Uniform School Payroll System (USPS). This reporting is on a cash basis, fund accounting approach, and is fully integrated (i.e., once payroll, disbursements and receipts are input, the mandated reporting requirements such as the annual4502 and quarterly report submissions are practically an automatic function). The **School** will make classifications and basic information decisions, as these cannot be delegated. In addition, the **School** is responsible for student EMIS input and data for the 5-year forecast.

Part III:
ODE Financial Form and Budgets

1. School Profile FY2012
2. Current Five Year Forecast
3. Board Approved FY12 Budget (Spending Plan)
4. Vendor Information Form
5. W-9
6. Direct Deposit Authorization Form

EMPLOYER COPY

State of Ohio

Department of Education

5 Year School Treasurer License

This License Awarded To: **ANGELA M. NEELEY**

License Number: KU1039550 *Issue Date:* 04/18/2008

FROM: 01/01/2009 - 12/31/2013

The holder of this credential having satisfactorily completed the requirements prescribed by The State Board of Education, is authorized to teach the subjects(s) or serve in the area(s) listed below for the period specified.

School Treasurer

Susan Tave Zelman
Superintendent of Public Instruction

904097

Louis L. Staffilino
Associate Superintendent, Center for the Teaching Profession

State of Ohio

Department of Education

5 Year School Treasurer License

This License Awarded To: **ANGELA M. NEELEY**

License Number: KU1039550 *Issue Date:* 04/18/2008

FROM: 01/01/2009 - 12/31/2013

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School Treasurer

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Superintendent of Public Instruction

904097

Louis L. Staffilino
Associate Superintendent, Center for the Teaching Profession

ATTACHMENT 10

Life Skills Center of Summit

Board of Directors Policy Manual

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Life Skills Center of Summit Board Policy Manual

Table of Contents

100 BOARD OPERATING

Number	Policy	Resolution	Date
101	**Code of Regulations (Bylaws)**	**11-36**	**Revised 07/21/2011**
102	Code of Ethics/Conflict of Interest Policy	09-62	06/25/2009
103	Board Records Retention Policy	09-62	06/25/2009
104	Public Participation Policy	09-62	06/25/2009
105	Public Records Request Policy	09-62	06/25/2009
106	Public Notice Policy	10-58	09/16/2010
107	Media Relations Policy	09-62	06/25/2009
108	**State and Federal Funding Policy (Yearly)**	**09-62**	**06/25/2009**
109	Fixed Asset Policy	09-62	06/25/2009
110	Travel Policy	10-50	08/19/2010
111	Credit Card Policy	09-62	06/25/2009
112	Investment Policy	09-62	06/25/2009
113	Stipend Policy	09-62	06/25/2009
114	**Board Laptop Policy**		**09/15/2011**
115	Potential Board Member Reimbursement Policy	09-62	06/25/2009
116	Graduation Expense Policy	09-62	06/25/2009

200 SCHOOL CONDUCT

Number	Policy	Resolution	Date
201	**Academic Prevention Intervention Policy (Yearly)**	**10-57**	**09/16/2010**
202	Complaint Policy and Procedure	09-62	06/25/2009
203	Educator Misconduct Policy	09-62	06/25/2009
204	Inter-District Enrollment Policy	09-62	06/25/2009
205	Personal Information Systems Policy	09-62	06/25/2009
206	Free and Appropriate Public Education (FAPE), section 504/ADA	09-87	09/17/2009
207	Special Education Policy	09-62	06/25/2009
208	Test Security Policy	09-62	06/25/2009
209	Student Records Policy	09-62	06/25/2009
210	Internet Safety Policy	09-62	06/25/2009
211	**Patriotic Ceremonies and Observations**		**09/15/2011**

300 SCHOOL HEALTH AND SAFETY

Number	Policy	Resolution	Date
301	Safe School Policy (Tina Croucher)	10-50 09-97	08/19/2010 10/15/2009
302	Asbestos Management Plan	09-62	06/25/2009

303	Automated External Defibrillator Policy	09-62	06/25/2009
304	Bloodborne Pathogen Control Policy	09-62	06/25/2009
305	Chemical Hygiene Plan	09-62	06/25/2009
306	Chicken Pox Epidemic Policy	09-62	06/25/2009
307	Dangerous and Recalled Products Policy	09-62	06/25/2009
308	Food Allergy Policy and Action Plan	10-13	03/18/2010
309	Hand-washing Policy	09-62	06/25/2009
310	Integrated Pest Management Policy	09-62	06/25/2009
311	Medication Administration Policy	09-62 10-14	06/25/2009 03/18/2010
312	Radon Protocol	09-62	06/25/2009
313	Search Policy	09-62	06/25/2009
314	Vehicle Idling Policy	09-62	06/25/2009
315	Wellness Policy	09-62	06/25/2009
316	Comprehensive School Safety Policy		11/19/2009

400 PARENT STUDENT HANDBOOK

Number	Policy	Resolution	Date
	2011-2012 Parent/Student Handbook	11-31	06/16/2011
	• Enrollment		
	• Non-Discrimination		
	• Code of Conduct		
	• Dress Code		
	• Attendance Policy		
	• Truancy Policy		
	• Tardy Policy		
	• Suspension and Expulsion Procedures		
	• Withdrawal Policies and Procedures		
	• Post-Secondary Enrollment Options		
	• Graduation Requirements		
	• Credit Flexibility Plan Option		
	• Medication Administration Policy		
	• Protective Eyewear		
	• Release of Student Records		
	• Child Find		
	• Parent's Right to Know Teacher Qualifications		
	• Parent Involvement Policy		
	• Complaint Procedure		
	• Work Permit Policy		
	• Wellness Policy		
	• Safe School Policy		
	• Internet Usage Policy		

	• Food Allergy Policy		

AMENDED CODE OF REGULATIONS

ARTICLE I

GENERAL

Section 1. Corporation.

Whereas, the Board of Directors governs a Charter School as an Ohio nonprofit corporation (the "Corporation").

Section 2. Operation, Objectives, and Guiding Principles**.**

Subject to all of the terms and conditions set forth in the Corporation's Articles of Incorporation and this Code of Regulations, the Corporation is organized, and shall be operated, exclusively for educational purposes within the meaning of §§ 501(c)(3) and 170(c)(2) of the Internal Revenue Code of 1986, as amended, or the corresponding provisions of any future federal tax code (the "Code") and as a public benefit corporation defined in § 1702.01(P) of the Ohio Revised Code (ORC) as follows:

a) In furtherance of its educational purposes, the Corporation shall engage in lawful activities that directly or indirectly further this purpose.

b) Notwithstanding any other provision of this Code of Regulations:

(1) No part of the net earnings of the Corporation shall inure to the benefit of or be distributable to its members, directors, officers, or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in these Articles; and

(2) No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation; and

(3) The Corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office; and

(4) Notwithstanding any other provision of this Code of Regulations, none of the Directors shall have any past or current affiliation with any management company engaged by the Board to manage its affairs; and

(5) No loans shall be made by the Corporation to its directors or officers.

Section 3. Location.

The Corporation's headquarters shall be located and maintained in Cuyahoga County, Ohio.

Section 4. Property.

The Corporation may purchase, lease, rent, accept as gifts or contributions, or otherwise receive, acquire and manage real and personal property in furtherance of its purposes.

ARTICLE II

DIRECTORS

Section 1. Number of Directors. The Corporation shall have a minimum of a five (5) member Board of Directors; three (3) of whom shall be elected each year to hold office in accordance with Section 2 below. The maximum number of board members shall be nine (9). Notwithstanding anything to the contrary herein, none of the members of the Board of Directors governing the Corporation shall have any past or current affiliation with its current Management Company, any of its affiliates or any successor Management Company.

Section 2. Term of Office. The five (5) Directors shall hold office for a period of three years, or until such time as they die, resign, or their term expires.

Section 3. Qualifications. At least one-third (1/3) of current Directors must have significant ties to the Cleveland community. The remaining Directors shall demonstrate an interest in the area of education.

Section 4. Vacancies. A vacancy among the Directors shall be filled by the appointment of a Successor Trustee to serve for the portion of the term remaining. Such appointment shall be by a majority of the then existing Board of Directors.

Section 5. Resignation, Absences, Removal. Resignation from the board must be in writing and received by the Secretary. A board member shall be terminated from the board due to excess absences, more than three (3) unexcused absences from board meetings in a year, shall give cause and consideration for termination. A Trustee may be removed by a majority vote at the discretion of the Board of Directors.

ARTICLE III

MEETINGS, POWERS AND COMPENSATION OF DIRECTORS

Section 1. General Powers of the Board. The powers of the Corporation shall be exercised, its business and affairs conducted and its property controlled by the Board of Directors, except as otherwise provided in the Articles of Incorporation, amendments thereto, or the General Not for Profit Corporation Law of Ohio.

Section 2. Other Powers. Without prejudice to the general powers conferred above, the Directors, acting as a Board, shall have the power:

(a) to fix, define and limit the powers and duties of all officers,

(b) to appoint, and at their discretion, with or without cause, to remove, or suspend such subordinate officers, assistants, managers, agents, and employees as the Directors may from time to time deem advisable, and to determine their duties and fix their compensation;

(c) to require any officer, agent, or employee of the Corporation to furnish a bond for faithful performance in such amount and with sureties as the Board may approve;

(d) to designate a depository or depositories of the funds of the Corporation and the officer or officers or other person who shall be authorized to sign notes, checks, drafts, contracts, deeds, mortgages and other instruments on behalf of the Corporation.

Section 3. Meetings of the Board.

(a) Meetings of the Board of Directors shall be held at least six (6) times a year pursuant to the Ohio Revised Code and at such other time as is directed by the Board of Directors.

(b) Special meetings of the Board can be held at any time upon the call of the Board President or any Trustee. The person or persons authorized to call special meetings of the Board of Directors may fix a reasonable time and place for holding them.

(c) Written notice of any special meeting of the Board of Directors shall be mailed or delivered personally to each Trustee, at least three days before the day on which the meeting is to be held. Every such notice should state the time and place of the meeting.

(d) For the purpose of legal counsel, the Board can hold a am meeting for emergency purposes , without notice. Notice however, shall be given to all Directors of any meeting being called for the purpose of legal advice.

(e) Annual Meeting of the Board of Directors for the election of officers and for the transaction of any other business which may properly come before the meeting shall be held at such time and place, within or without the State of Ohio, as may be designated from time to time by the Board of Directors.

(b) All meetings of the Board shall be held at such place within or without the State of Ohio, as the Board of Directors may determine.

Section 4. Quorum. A majority of the Directors shall constitute a quorum for the transaction of business, provided that whenever less than a quorum is present at the time and place appointed for any meeting of the Board, a majority of those present may adjourn the meeting from time to time, without notice other than by announcement of the adjourned meeting, until a quorum shall be present.

Section 5. By-Laws. For the government of its actions, the Board of Directors may adopt By-Laws consistent with the Articles of Incorporation.

Section 6. Vote of Directors. All actions of the Board of Directors must be made by a majority vote of those in attendance at a meeting of the Board of Directors.

ARTICLE IV

OFFICERS

Section 1. General Provisions. The Board of Directors shall appoint a President, such number of Vice-Presidents as the Board may from time to time; and a Secretary, The Board of Directors may from time to time create such office and appoint such other officers, subordinate officers and assistant officers as it may determine. Any two or more of such offices, other than that of President, Vice-President, Secretary and Assistant Secretary, may be held by the same person, but no person shall execute, acknowledge or verify any instrument in more than one capacity.

The Office of Treasurer shall be held by the Board's designated Fiscal Officer. The Fiscal Officer shall serve as an Ex-Officio board member and shall not carry and voting rights.

Section 2. Term of Office. The officers of the Corporation shall hold office for two (2) years or until such time as they die, resign or their term expires. The Board of Directors may remove any officer at any time, with or without cause by majority vote. Any vacancy shall be

filled by the appointment of a Successor Trustee to serve for the portion of the term remaining. Such appointment shall be made by a majority of the then existing Board of Directors.

ARTICLE V

DUTIES OF OFFICERS

Section 1. President. The President shall be the active executive officer of the Corporation and shall exercise supervision over the business of the Corporation and over its several officers, subject, however, to the control of the Board of Directors. He/She shall preside at all meetings of the Board of Directors. He/She shall have authority to sign all deeds, mortgages, bonds, contracts, notes and other instruments requiring his/her signature; and shall have all the powers and duties prescribed by the General Corporation Act. President shall further have the power to appoint all committee chairs and committee members; assist in conducting new board member orientation; coordinate managements' annual performance evaluation; recruit new board members; to appoint individuals to act as spokesperson, or representatives for the organization; periodically consult with board members on their roles and help them assess their performance; to act as a representative and contact person for the board in pending legal matters and such other duties as from time to time may be assigned to him/her by the Board of Directors.

Section 2. Vice-President. The Vice-President shall perform duties as are conferred upon him/her by those regulations or as may from time to time be assigned to him/her by the Board of Directors or the President. At the request of the President, or in his/her absence or disability, the Vice-President, designated by the President (or in the absence of such designation, the Vice-President designated by the Board of Directors) shall perform all the duties of the President, and when so acting, shall have the powers and duties of the President.

Section 3. Secretary. The Secretary of the Corporation shall keep minutes of all proceedings of the meetings and shall make proper records of the same which shall be attested to him/her. He/She shall keep such books as may be required by the Board of Directors and file all reports to states, to the Federal government, and to foreign countries. He/She shall be required to give notice of meetings of the Directors, and shall perform such other and further duties as may from time to time be assigned to him/her by the Board of Directors or the President. The Secretary shall sign all deeds, mortgages, bonds, contracts, notes and other instruments executed by the Corporation requiring his/her signature.

all necessary budgets required by law pay vendors and bills as requested by way of board resolution and make financial information available to board members and the public as further defined in paragraph 4 below.

Section 4. Board Fiscal Officer. The Board shall have a Designated Fiscal Officer as required by Ohio Law. The Fiscal Officer may be an employee or independent contractor hired by the Board. Fiscal Officer shall have general supervision of all finances; he/she shall receive and have in his/her charge all money, bills, notes, deeds, leases, mortgages and similar property belonging to the Corporation, and shall do with same as may from time to time be required by the Board of Directors. He shall understand financial accounting for non-profit organizations; manage the board's review of and action related to the board's financial responsibilities; work with management to ensure that appropriate financial reports are made available to the board on a timely basis; review preliminary annual budgets with management and assist in presenting the budget to the board for approval; and review and answer board members' questions about the annual audit. He/She shall cause to be kept adequate and correct accounts of its assets and liabilities, receipts, disbursements, gains, losses, together with such other accounts as may be required, and, upon the expiration of his/her term of office shall turn over to his/her successor to the Board of Directors all property, books, papers, and money of the Corporation in his/her hands; and he/she shall perform such other duties as from time to time may be assigned to him/her by the Board of Directors. Annual reports are required to be submitted to the board showing income, expenditures, and pending income. The financial records of the organization are public information and shall be made available to the membership, board members, and the public. Annual reports are required to be submitted to the board showing income, expenditures, and pending income. The financial records of the organization are public information and shall be made available to the membership, board members, and the public

Section 5. Duties of Officers May be Delegated. In the absence of any officer of the corporation, or for any other reason, which the Board of Directors may deem sufficient, the Board of Directors may delegate, for the time being, the powers and duties, or any one of them, of such officer to any other officer or to any Trustee.

ARTICLE VI

SEAL

If deemed advisable by the Board of Directors, the Corporation may adopt a corporate seal. The Corporate Seal of the Corporation shall be circular in form and shall contain the words, Life Skills Center of Cleveland. If deemed advisable by the Board of Directors, duplicate seals may be provided and kept for the purpose of the Corporation.

ARTICLE VII

COMMITTEES

Section1. Standing or Special Committees:

The Board shall have standing or special committees of not more than two (2) Directors, or a quorum if more then five (5) Directors are elected, to perform such functions as the Board of Directors may authorize and direct. The chairpersons of such committees shall be selected by the President from among its members. Committee members shall be appointed by the President.

Section 2. Finance Committee:

The Finance Committee, shall include at a minimum, two (2) board members. The Finance Committee Chair is responsible for authorizing funds to be paid as previously resolved by the Board of Directors and in some instances executing checks prepared by the Fiscal Officer on behalf of the Corporation. The Finance Committee shall develop and reviewfiscal procedures, fundraising plans, and the annual budget with staff and other board members. The board must approve the budget and all expenditures must be within budget. Any major change in the budget must be approved by the board as a whole. However, notwithstanding the foregoing, nothing in this section shall be construed as treasury duties for the Corporation.

ARTICLE VIII

NONDISCRIMINATORY POLICY

The Corporation shall not discriminate on the basis of race, color, gender or ethnic origin with respect to its rights privileges, programs, activities, and/or in the administration of its educational programs and athletics/extracurricular activities. Specifically, with respect to admissions, it will admit students of any race, creed, color, national or ethnic origin, sex, and handicapping condition. Upon the admission of any handicapped student, the School will comply with all federal and state laws regarding the education of handicapped students.

ARTICLE IX BOARD POLICIES

Section 1. CONFLICTS OF INTEREST POLICY:

The Corporation shall adopt a conflicts of interest policy to protect the Corporation's interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of a Director, Officer of other interested person.

Section 2. TRAVEL POLICY, INVESTMENT POLICY, FIXED ASSET POLICY, CREDIT CARD POLICY

The Corporation shall adopt and update the above-noted policies as needed to protect the Corporation's Interest.

ARTICLE X

INDEMNIFICATION

Section 1. Indemnification.

(a) Except as otherwise provided in this Article, the Corporation shall, to the fullest extent not prohibited by applicable law, indemnify each person who, by reason of being or having been a Director or Officer of the Corporation, is named or otherwise becomes or is threatened to be made a party to any action, suit, investigation or proceeding (or claim or other matter therein), and the Corporation by its Board of Directors may indemnify any other person as deemed proper by said Board, against any and all costs and expenses (including attorney fees, judgments, fines, penalties, amounts paid in settlement, and other disbursements) actually and reasonably incurred by, or imposed upon, such person in connection with any action, suit, investigation or proceeding (or claim or other matter therein), whether civil, criminal, administrative or otherwise in nature, with respect to which such person is named or otherwise becomes or is threatened to be made a party by reason of being or any time having been a Director, Officer, employee or other agent of or in a similar capacity with the Corporation, or by reason of being or at any time having been, at the direction or at the request of the Corporation, a director, trustee, officer, administrator, manager, employee, member, volunteer, advisor or other agent of or fiduciary for any subsidiary or other corporation, partnership, trust, venture or other party or enterprise, including any employment benefit plan.

(b) Each request by or on behalf of any person who is or may be entitled to indemnification for reason other than by being or having been a Director or Officer of the Corporation shall be reviewed by the Board of Directors, and indemnification of such person

(c) shall be authorized by said Board only if it is determined by said Board that indemnification is proper in the specific case, and, notwithstanding anything to the contrary in this Code of Regulations, no person shall be indemnified to the extent, if any, it is determined by said Board or by written opinion of legal counsel designated by said Board for such purpose that indemnification is contrary to applicable law.

Section 2. Insurance.

The Corporation, to the extent permitted by Chapter 1702 of the Ohio Revised Code, may purchase and maintain insurance or furnish similar protection for or on behalf of any person who is or at any time has been a Director, Officer, employee, volunteer of, the Corporation.

ARTICLE XI

AMENDMENTS

This Code of Regulations and/or the Articles of Incorporation may be amended or repealed at any time by the affirmative vote of a majority of the then serving Board of Directors, at a meeting called for that purpose.

ARTICLE XII

DISSOLUTION

The Corporation may be dissolved upon a majority vote of the Directors, provided that upon dissolution the Corporation, after paying or making provision for payment of all of the liabilities of the Corporation, must distribute its assets to another public benefit corporation, the United States, a state or any political subdivision of a state or a person that is recognized as exempt from federal income taxation under Section 501(c)(3) of the Internal Revenue Code.

ARTICLE XIII

MISCELLANEOUS

Section 1. Fiscal Year.

The fiscal year of the Corporation shall commence on July 1 and conclude on June 30 of each year.

Section 2. Audit.

The fiscal records of the Corporation shall be audited each year by the State Auditor or Certified Public Accountant and the report thereof made available to the President, the Board of Directors, and such other persons as may be necessary or appropriate.

Section 3. Spending Authority.

Other than electronic funds disbursements authorized pursuant to any management agreement approved by the Board of Directors, disbursements in excess of Five Thousand Dollars ($5,000) shall require the signature of the Treasurer and one other officer. Expenditures in excess of Ten Thousand Dollars ($10,000) shall require approval by the Board of Directors.

Section 4. Staff, Board Consultants and Independent Contractors.

Additional staff shall be hired as may be needed to assist the Corporation in the exercise of its corporate duties. The Board as a whole or through an appointed committee, shall review and determine the need for staffing and make its recommendation to the Board of Directors for acceptance of the same. The finance committee shall determine the reasonable cost for services rendered by board staff and make its recommendation to the Board of Directors for acceptance of the same.

REVISED: Annual Meeting 2011

CODE OF ETHICS / CONFLICT OF INTEREST POLICY

This Code of Ethics (the "Code of Ethics") has been unanimously adopted by the Board of Directors of the School (the "Non-Profit" and is intended to apply to the Corporation's directors, officers and employees.

I. PURPOSE OF CODE OF ETHICS

The purpose of this Code of Ethics is to promote the honest and ethical conduct of the directors, officers and employees of the Corporation, including: (i) the ethical handling of actual or apparent conflicts of interest between personal and professional relationships; (ii) full, fair, accurate, timely and understandable disclosure in periodic reports required to be filed by the Corporation; (iii) compliance with all applicable governmental rules and regulations; (iv) prompt internal reporting of violations of this Code of Ethics; and, (v) accountability for adherence to this Code of Ethics. This Code of Ethics is intended to supplement but not replace any applicable state laws governing conflicts of interest applicable to non-profit and charitable corporations.

II. CONFLICT OF INTEREST POLICY

1. Definitions.

Interested Person. Any director, officer, or employee of the Corporation who has a direct or indirect financial interest, as defined below, is an interested person.

Financial Interest. A person has a financial interest if the person has, directly or indirectly, through business, investment or family:

(a) an ownership or investment interest in any entity with which the Corporation has a transaction or arrangement, or

(b) a compensation arrangement with the Corporation or with any entity or individual with which the Corporation has a transaction or arrangement, or

(c) a potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Corporation is negotiating a transaction or arrangement.

Compensation includes direct and indirect remuneration as well as loans, gifts or favors that are substantial in nature. Without limiting the generality of the foregoing, the receipt of gifts during any twelve-month period having a value or cost of $25 or more in the aggregate shall be considered substantial in nature.

A financial interest is not necessarily a conflict of interest. A person who has a financial interest may have a conflict of interest only if the appropriate board or committee decides that a conflict of interest exists.

2. Procedures

(a) Duty to Disclose. In connection with any actual or possible conflicts of interest, an interested person must disclose the existence of his or her financial interest and must be given the opportunity to disclose all material facts to the directors and members of committees with board-delegated powers considering the proposed transaction or arrangement.

(b) Determining Whether a Conflict of Interest Exists. After disclosure of the financial interest and all material facts, and after any discussion with the interested person, he or she shall leave the board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall thereupon determine, by a vote of seventy-five percent (75%) of the votes entitled to vote, whether the disclosure shows that a conflict of interest exists or can be reasonably construed to exist.

(c) Procedures for Addressing the Conflict of Interest.

(i) An interested person may make a presentation at the board or committee meeting, but after such presentation, he or she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement that results in the conflict of interest.

(ii) The chairperson of the board or committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.

(iii) After exercising due diligence, the board or committee shall determine whether the Corporation can obtain a more advantageous transaction or arrangement with reasonable efforts from a person or entity that would not give rise to a conflict of interest.

(iv) If a more advantageous transaction or arrangement is not reasonably attainable under circumstances that would not give rise to a conflict of interest, the board or committee shall determine by a majority vote of the

disinterested directors whether the transaction or arrangement is in the Corporation's best interest and for its own benefit and whether the transaction is fair and reasonable to the Corporation and shall make its decision as to whether to enter into the transaction or arrangement in conformity with such determination.

(d) Violations of the Conflict of Interest Policy.

(i) If the board or committee has reasonable cause to believe that a person has failed to disclose actual or possible conflicts of interest or has violated this policy, it shall inform such person of the basis for such belief and afford such person an opportunity to explain the alleged failure to disclose or violation.

(ii) If, after hearing the response of the person and making such further investigation as may be warranted in the circumstances, the board or committee determines that the person has in fact failed to disclose an actual or possible conflict of interest or has violated this policy, it shall take appropriate disciplinary and corrective action.

(e) Prohibited Conflicts of Interest. The foregoing notwithstanding, the limitations specified below shall apply to all of the Corporation's directors, officers and employees, and any situation violating such limitations shall constitute a violation of this policy, not subject to waiver or approval by the board or otherwise:

(i) No person who is an officer or employee of a for-profit education management organization having a business relationship with the Corporation shall be a director of the Corporation during such relationship.

(ii) No person who is an officer or employee of a for-profit organization having a business relationship with the Corporation shall be a director of the Corporation during such relationship.

(iii) No director, officer, or employee of the Corporation may ask a subordinate, a student, or a parent of a student to work on or give to any political campaign.

3. Records of Proceedings. The minutes of the board and all committees with board-delegated powers shall contain:

(a) The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the board's or committee's decision as to whether a conflict of interest in fact existed.

(b) The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection therewith.

4. Compensation.

(a) A voting member of the board of directors who receives compensation, directly or indirectly, from the Corporation for services is precluded from voting on matters pertaining to that member's compensation.

(b) A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Corporation for services is precluded from voting on matters pertaining to that member's compensation.

5. Statements of Understanding. Each director, officer and employee shall at the time of election, appointment or employment, and every anniversary thereof, sign a statement which affirms that such person:

(a) has received a copy of this Code of Ethics,

(b) has read and understands this Code of Ethics,

(c) has agreed to comply with this Code of Ethics, and understands that the Corporation is a charitable organization and that in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

III. COMPLIANCE WITH LAWS, RULES AND REGULATIONS

Recognition of the public interest must be a permanent commitment of the Corporation in the conduct of its affairs. The activities of the Corporation's directors, officers and employees must always be in full compliance with both the letter and spirit of the Education Law, Not-for-Profit Corporation Law, the Corporation's Charter, the Corporation's Bylaws and all other laws, rules and regulations applicable to the Corporation's purposes and business. Furthermore, no such person should assist any third party in violating any applicable law, rule or regulation. This principle applies whether or not such assistance is, itself, unlawful. The Corporation's directors, officers and employees must respect and obey the laws of the cities, states and countries in which the Corporation operates and avoid even the appearance of impropriety. When there is a doubt as to the lawfulness of any proposed activity, advice must be sought from the Corporation's president, the directors and/or legal counsel.

Violation of applicable laws, rules or regulations may subject the Corporation, as well as any director, officer or employee involved, to severe adverse consequences, including imposition of injunctions, monetary damages, fines and criminal penalties, including imprisonment. Directors, officers and employees who fail to comply with this Code of Ethics and applicable laws will be subject to disciplinary measures up to and including termination of employment or relationship with the Corporation.

To ensure that the Corporation operates in a manner consistent with its charitable purposes and that it does not engage in activities that could jeopardize its status as an organization exempt from federal income tax, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects:

(a) Whether compensation arrangements and benefits are reasonable and are the result of arm's-length bargaining.

(b) Whether partners and joint venture arrangements and arrangements with management services organizations conform to written policies, are properly recorded, reflect reasonable payments for goods and services, further the Corporation's charitable purposes, and do not result in inurement or impermissible private benefit.

(c) Whether agreements to provide education and agreements with other employees and third parties further the Corporation's charitable purposes and do not result in inurement or impermissible private benefit.

Revised 2008

BOARD OF DIRECTOR RECORD RETENTION POLICY

Record Custodian: The orderly acquisition, storage and retention of school records is essential for the overall efficient and effective operation of the Board and School. The Board of Directors has appointed record custodians to govern matters pertaining to Board and School records, their retention and disposal in accordance with ORC 149.41.

The record custodian's shall consist of the Board Counsel, the Board Treasurer and White Hat Management. The Record Custodians shall work together to ensure safekeeping of document under the retention periods for documents identifies below

Retention Policy: The BOARD OF DIRECTOR'S recognizes that it is essential to retain all documents necessary for the operation of its business, accounting records, tax returns, documents necessary for potential IRS inquiries and audits, and all documents that might be relevant in pending, imminent, or reasonably foreseeable investigations or litigation.

The BOARD also recognizes, however, that with the passage of time most documents no longer fall into any of these categories, and there is no business reason to incur the cost and administrative burden of storing these unnecessary documents.

Moreover, reducing the volume of retained documents lowers the cost and time required to retrieve documents that are important to BOARD's ongoing operations.

Therefore, the purpose of this policy is to reduce the high cost and administrative burden of storing an ever-increasing accumulation of documents that BOARD no longer needs to conduct its business, and to reduce the cost of retrieving documents that are needed by BOARD.

While minimum retention periods are suggested, the retention of the documents identified below and of documents not included in the identified categories should be determined primarily by the application of the general guidelines affecting document retention identified above, as well as any other pertinent factors.

(a) Tax Records. Tax records include, but may not be limited to, documents concerning payroll, expenses, proof of deductions, business costs, accounting procedures, and other documents concerning the School's revenues. Tax records should be retained for at least six years from the date of filing the applicable return.

(b) Board Minutes and Board Materials. Meeting minutes should be retained in perpetuity in the Board's minute book. A clean copy of all Board and Board Committee materials should be kept for no less than three years by the Board.
Board Policy Books and Board, other adopted School Policies shall be maintained for no longer than one year after superceded. Board Agenda's shall be maintained until superceded Board audio tape of meeting shall be held for two years.

(c) Press Releases/Public Filings. The Board should retain permanent copies of all press releases and publicly filed documents under the theory that the Board

should have its own copy to test the accuracy of any document a member of the public can theoretically produce against that Board.

(d) Legal Files. Legal counsel should be consulted to determine the retention period of particular documents, but legal documents should generally be maintained for a period of ten years.

(e) Marketing and Sales Documents. The Board should keep final copies of marketing and sales documents for the same period of time it keeps other corporate files, generally three years. An exception to the three-year policy may be sales invoices, contracts, leases, licenses and other legal documentation. These documents should be kept for a least three years beyond the life of the agreement.

(f) Contracts. Final, executed copies of all contracts entered into by the Board should be retained. The Board should retain copies of the final contracts for at least three years beyond the life of the agreement, and longer in the case of publicly filed contracts.

(g) Electronic Mail. E-mail that needs to be saved should be either:
(ii) printed in hard copy and kept in the appropriate file; or
(ii) downloaded to a computer file and kept electronically or on disk as a separate file.

h) Student Records and Data, School and Employee Records and Other School Data.
Records held by White Hat Management shall be retained for the relevant periods as defined by the Auditor of State and according to the attached School Record Retention Schedule as used by the State Auditor.

PUBLIC PARTICIPATION

Oral communications from persons other than Board members on matters before the Board or of interest to the Board shall be encouraged within reasonable limitations and shall be received at regular Board meetings within and subject to the following procedures:

1. A Request to Speak Form shall be available at each Board meeting. The form shall provide for the person's name, address, the organization the person represents and the item(s) on which the person requests to speak. Facsimiles shall be accepted;

2. A Request to Speak Form shall be submitted to the Treasurer or any Board member prior to the convening of the Board meeting. The Treasurer shall organize the requests in chronological order according to the Board agenda. Items appropriately assigned to new or unfinished business shall be brought up at that time;

3. Unless otherwise permitted by the chair and agreed to by the Board, no person shall speak for more than three minutes and, at the prerogative of the chair, may be limited to one topic per meeting;

4. Unless otherwise permitted by the chair and agreed to by the Board, no more than three persons shall be permitted to speak on any single issue;

5. Any questions or suggested solutions pertaining to the quality of education in the district or other problems, which have not been resolved, shall be welcomed by the Board;

6. All persons speaking at any Board or committee meeting shall confine all their remarks to the issue(s) at hand. No person, so speaking, shall make any reference to personalities, shall make derogatory statements concerning any individual or organization or shall act in a disorderly manner. Any violation of this paragraph shall subject the speaker to immediate forfeiture of the floor and continued violation of this paragraph shall subject said person to expulsion from said meeting; and

7. Any recording equipment must be silent, unobtrusive, self-contained, self-powered and not interfere with the ability of others present to hear, see and participate in the proceedings.

_____ _____

Date Board President

REQUEST TO SPEAK FORM

Name: _____

Address: _____

City, State, Zip: _____

Phone: _____

Organization: _____

Subject matter you wish to speak about: _____

INTRODUCTION TO PUBLIC RECORDS

It is the policy of the Board of Directors that openness leads to a better informed citizenry, which leads to better government and better public policy. It is the policy of the Board of Directors to strictly adhere to the State of Ohio's Public Records Act. All exemptions to openness are to be construed in their narrowest sense and any denial of public records in response to a valid request must be accompanied by an explanation, including legal authority, as outlined in the Ohio Revised Code. If the request for public records is in writing, the explanation of denial must also be in writing.

PUBLIC RECORDS

Section 1. Definition

The Board of Directors, in accordance with the Ohio Revised Code, defines records as including the following: Any document, paper, electronic (including, but not limited to, e-mail), or other format that is created or received by, or comes under the jurisdiction of the Board of Directors that documents the organization, functions, policies, decisions, procedures, operations, or other activities of the Board of Directors. All records of the Board of Directors are public unless they are specifically exempt from disclosure under the Ohio Revised Code or federal law.

Section 1.1 Organization and Maintenance

It is the policy of the Board of Directors that, as required by Ohio law, records will be organized and maintained so that they are readily available for inspection and copying (See Section 4 for the e-mail record policy). Record retention schedules are to be updated regularly and posted prominently.

PUBLIC RECORDS REQUESTS & RESPONSES

Section 2. Evaluation of a Public Records Request

Each request for public records should be evaluated for a response using the following guidelines:

Section 2.1 Identification of Public Records Requested

Although no specific language is required to make a request, the requester must at least identify the records requested with sufficient clarity to allow the Board of Directors to identify, retrieve, and review the records. If it is not clear what records are being sought, the records custodian must contact the requester for clarification, and should assist the requestor in revising the request by informing the requestor of the manner in which the Board of Directors keeps its records.

Section 2.2 Method of Public Records Request and Identity of Requestor

The requester does not have to put a records request in writing, and does not have to provide his or her identity or the intended use of the requested public record. It is the Board of Directors general policy that this information is not to be requested.

Section 2.3 Availability of Public Records for Inspection and Production of Copies

Public records are to be available for inspection during regular business hours, with the exception of published holidays. Public records must be made available for inspection promptly. Copies of public records must be made available within a reasonable period of time. "Prompt" and "reasonable" take into account the volume of records requested, the proximity of the location where the records are stored, and the necessity for any legal review of the records requested.

Section 2.4 Time Constraints for Satisfying Public Records Requests

Each request should be evaluated for an estimated length of time required to gather the records. If feasible, routine requests for records should be satisfied immediately. Routine requests include, but are not limited to, meeting minutes (both in draft and final form), budgets, salary information, forms and applications, personnel rosters, etc. If fewer than 20 pages of copies are requested or if the records are readily available in an electronic format that can be e-mailed or downloaded easily, these should be made as quickly as the equipment allows.

All requests for public records must either be satisfied or be acknowledged in writing by the Board of Directors within five business days following the office's receipt of the request. If a request will not be satisfied within three business days, the acknowledgement must include at least the following:

- A request for clarification (if necessary)
- An estimated cost if copies are requested.

Section 2.5 Denial of Public Records Requests

Any denial of public records requested must include an explanation, including legal authority. If portions of a record are public and portions are exempt, the exempt portions are to be redacted and the rest released. If there are redactions, each redaction must be accompanied by a supporting explanation, including legal authority.

COSTS FOR OBTAINING COPIES OF PUBLIC RECORDS

Section 3. Charges for Copies and Postage

Those seeking public records will be charged only the actual cost of making copies, as follows:

Section 3.1 The charge for paper copies is 5 cents per page.

Section 3.2 The charge for downloaded computer files to a compact disc is $3 per disc.

Section 3.3 There is no charge for documents e-mailed.

Section 3.4 Requesters may ask that documents be mailed to them. They will be charged the actual cost of the postage and mailing supplies.

E-MAIL AS PUBLIC RECORDS

Section 4. Documents in electronic mail format are records as defined by the Ohio Revised Code when their content relates to the business of the office. E-mail is to be treated in the same fashion as records in other formats and should follow the same retention schedules.

FAILURE TO RESPOND TO A PUBLIC RECORDS REQUEST

Section 5. Legal and Non-Legal Consequences

The Board of Directors recognizes the legal and non-legal consequences of failure to properly respond to a public records request. In addition to the distrust in government that failure to comply may cause, failure to comply may also result in a court ordering the Board of Directors to comply with the law and to pay the requester's attorney's fees and damages.

Public Notice Policy

The Board of Directors (the "Board") of Life Skills Center of Summit recognizes that as public officials the Board is required to take official action and conduct all deliberations upon official business only in open meetings unless the subject matter is specifically excepted by law. In accordance with Section 121.22 of the Ohio Revised Code and the Ohio Meetings Act, the Board adopts this Public Notice Policy.

The Ohio Meetings Act declares all meetings of any public body to be public meetings that are open to the public at all times.

A schedule of the time and place of all regular meetings shall be established by the Board at its annual meeting or special meeting as specified by the Board.

Notice of the time, place, and purpose of each meeting, regular or special, shall be given to the official newspaper(s) and to such news media as have requested such notice twenty-four (24) hours in advance of the meeting, except that when an emergency requires the immediate official action of the Board, the member(s) calling the meeting shall immediately notify the media requesting such notice of the time, place, and purpose of the meeting.

The public may upon request may obtain reasonable advance notification of all meetings at which any specific type of public business is to be discussed. Provisions for advance notification may include, but are not limited to, mailing the agenda of the meeting to all subscribers on a mailing list or mailing notices in self-addressed stamped, envelopes provided by the person. The charge for paper copies is 5 cents per page. There is no charge for electronic notification.

Board members and Authorizer shall be notified of each regular Board meeting no later than seven (7) days in advance of the meeting. Such notice shall include the time and place of the meeting.

Media Relations Policy

Media Relations

The Board of Directors respects the public's right to information and recognizes the value of positive media relations by supporting open, fair and honest communications. In order to develop and maintain positive media relations, the Board of Directors and the acting Superintendent, or White Hat Management ("Management Company"), desire to reasonably accommodate media requests for information and to provide accurate, reliable and timely information.

Media Relations Contacts

The President of the Board will serve as spokesperson for the Board. All statements authorized to be made on behalf of the Board shall be made by the Board President, or if appropriate, by the Management Company, School Leader, or other designated representative.

The Management Company names its CEO, its President, its Vice Presidents and its Director of Marketing and Communications as Media Relations designees. When media representatives contact the School Leader, the School Leader may, as appropriate, relay the requests to the Board and Management Company designees.

Media Relations Procedures

The Board of Directors and Management Company are partnering to ensure the School's success. Both parties are intimately involved in the business matters of the School; therefore, both parties are appropriate for media inquiry. Dependent upon the request, one party may be more aware of detail than the other, or if it is a specific School level question, the School Leader may be more knowledgeable of the situation.

1. When a media inquiry is received by School or Management Company staff, the request is forwarded to the Board President or above listed Management Company designees to be distributed or responded to by the appropriate party.

2. Media representatives are welcome at all Board meetings, as they are open to the public, and shall receive a copy of the meeting agenda upon attending.

3. Media representatives, like all other visitors, shall register immediately upon entering any school building or grounds when school is in session.

4. In order to protect the privacy and safety of students, a media representative who wishes to interview or photograph students on school grounds should first make arrangements with the School Leader.

Media Communications Plan

In order to assist in developing strong relations with the media, the Board authorizes the Management Company to develop regular and ongoing practices for relaying proactive communications to the media. Said communications may include, but not be limited to, information related to school programs and needs, student awards, school accomplishments, events of special interests, graduations, and issues facing charter schools.

Crisis Communications Plan

During a disturbance or crisis situation, the first priority of the Board, Management Company and School Staff is to assure the safety of the students and staff. However, the Board recognizes the need to provide timely and accurate information to parents/guardians and the community during a crisis. In a crisis situation, the Management Company will immediately make concerted efforts to contact the Board President. If the Board President is not accessible, the Management Company will contact the Board Legal Counsel to ensure interested parties are made aware of the situation in a timely fashion.

The Board also recognizes that the media have an important role to play in relaying this information to the public. In order to ensure that the media and School work together effectively, the Board authorizes the Management Company to develop a crisis plan to identify communication strategies to be taken in the event of a crisis.

Policy for State and Federal Funding

Objective
It is the objective of the School's Non-Profit Board of Directors ("Non-Profit") to provide equal educational opportunities for all students attending the School. Therefore, it is the intent of the Board of Directors to access available State and Federal funds designed to enhance educational opportunities, the educational environment, and the physical and mental growth for each student.

Non-Profit Responsibility
The Non-Profit regards the use of available State and Federal funding for the School as a public trust and holds its responsibility in the highest regard, and therefore, the Non-Profit forbids the use of these monies for any purpose not specifically authorized by the programs in which is participates. All State and Federal funds received by the School will be used in accordance with the applicable laws and regulations. The Educational Service Provider ("ESP"), White Hat Management ("WHM"), as the duly authorized representative of the Non-Profit, as assigned and referenced in the Management Agreement, is also charged with this responsibility.

Educational Service Provider Responsibility
The ESP, WHM, will assist in identifying and applying for grants. WHM will assist in spending and administering any grant funding obtained in compliance with the specific terms and conditions of said grants and participating in any audits relating thereto.

WHM, from time to time, may apply for said available grants in the name of the Non Profit / Board of Directors, which will (i) provide additional funding, and (ii) aid the Non-Profit in fulfilling the terms of the Contract, and/or (iii) provide additional services and programs to the students.

Board Action
The implementation of this policy and annual approval of the same constitutes official board action to approve the application of, the acceptance of, and the expenditures as detailed in the Non-Profits financial reporting of appropriate State and Federal funds for which the School is eligible.

Board of Directors
Fixed Asset Policy

The Board of Directors (Board) has issued the following Fixed Asset Accounting Policy in order to set forth the requirements for the identification, inventory and reporting of all property owned by the Board. The Board is ultimately responsible for assigned property and enforcement of the policy.

Fixed Assets to be Capitalized:

a. have a value of $5,000 or more
b. have a useful life of one year or more
c. must meet the definition of one of the major Asset Classes of Land, Buildings, Building Improvements, Furniture and Fixtures, Equipment, Computers & Software, or Construction- In-Progress (as set forth below)
d. must be of a tangible, distinguishable nature (possess unique physical substance)
e. are not repair parts, component parts or supplies, maintenance or service fees

Asset Classes

Land:

Land is real property, which generally includes both surface and content of land. Land includes not only the general contract price, but also related costs as liens assumed, legal and title fees and surveying. Land acquired through forfeiture is capitalized at the total amount of all tax liens and other claims surrendered (i.e. cost of acquiring ownership and perfecting title). Land acquired through donations is valued at the appraised fair market value at the date of acquisition. Appraisal cost or not capitalized.

Land record should include the parcel number and or the lot, book and tract, as well as identification of use and location.

Buildings:

Buildings are real property consisting of structures erected above or below the ground for the purposes of sheltering persons or property. Building costs include construction and purchase costs, and the cost of all fixtures permanently attached and made part of the building. For constructed buildings, costs include contractor payments, in-house labor costs, attorney fees, insurance during construction, architectural fees, and similar types of costs.

Building record should include a quantitative and qualitative description of each structure or segregating where possible the structure shell from the mechanical, roofing, electrical, plumbing, cafeteria, and built-ins. The latter assets may be replaced several times during the life of the structure shell. Segregation of these costs will ease accountability for replacing or improving the component parts, and avoid pyramiding the asset value.

Board of Directors

Fixed Asset Policy (cont.,)

Building Improvements:

Building improvements consist of additions, improvements and replacements made to existing buildings. Building improvements increase the service potential of the building; they expand area, increase safety, improve climate control, extend the useful life of the structure or improve handicapped accessibility with the building. A building improvement must have a significant impact and be a material amount ($2,500.00 or more) in order to be capitalized. Building improvement costs include construction costs, contractor payments, engineering costs and other costs required to place the improvement in its finished state. Building improvements are capitalized and depreciated separately from buildings.

Furniture & Fixture:

Furniture & Fixtures are defined as personal property not attached to land, building or improvements and which remains movable. Costs associated with direct purchase including shipping, site preparations and installation unless those are nominal. Fixed asset record should include the location, original voucher numbers, and any identifying descriptions (manufacturer's model, serial number, etc.). Examples: business machines, compressors, power tools.

Equipment:

Equipment is defined as personal property not attached to land, building or improvements in which remains movable. Costs associated with direct purchase including shipping, site preparations and installation unless these are nominal. Fixed asset record should include the location, original voucher numbers, and any identifying descriptions (manufacturer's model, serial number, etc.).

Computers & Software:

Computers & Software are defined as personal property not attached to land, building or improvements in which remains movable. Costs associated with direct purchase including shipping, site preparations and installation unless these are nominal. Fixed asset record should include the location, original voucher numbers, and any identifying descriptions (manufacturer's model, serial number, etc.).

Construction-In-Progress:

Construction in progress is used for temporary segregation and accounting of expenditures related to the construction or improvement of capital assets. Expenditures include construction costs, including total cost held for retainage, architecture, engineer and permit fees, equipment and storage, interest costs applicable to the period of construction and other cost required to finish the project. Construction in progress should not be depreciated and should be shown separately on the Balance sheet with other non-depreciable assets such as land and permanent

land improvements.

Used Equipment:

When the Board acquires used equipment the following requirements must be adhered to:

1. The invoice must specify "Used" as appropriate
2. The Acquisition Cost, as noted on the invoice, will determine original cost-value
3. For determining useful life, one-half of a similar new asset useful life will be used

Federal Program Property:

All acquisitions of federal property must be placed into the Boards inventory, consistent with the above capitalize requirements. In addition, all federal property must be appropriately tagged with the grant name and year, ex: "Title 1 FY2002".

Publications detailing Capital Asset federal grant regulations:

OMB Circular A-87
OMB Circular A-102
OMB Circular A-110
OMB Circular A-21

Depreciation:

Depreciation is required for the Board's capital assets. Depreciation is calculated using the Straight-Line method. The Board calculates depreciation on all capital assets reported in the Board's financial statements other than land, permanent improvements to land, and construction-in-progress.

Pro-Rate convention states that fixed assets are acquired through out and accounting period and, likewise are disposed of throughout an accounting period. The decision as to when depreciation begins or ends is as follows:

Depreciation commences in the month of acquisition and the Book Value is removed in the year of disposal.

The "Book Value" is the original cost less accumulated depreciation.

Useful Lives:

Useful lives of fixed assets are expressed in terms of the probable years of service**.** The Board has established the following categories of useful lives for its capital assets:

Land improvements	10 years
Buildings & additions	20 years
Building improvements	20 years
Furniture, Fixtures, and Equipment	5 years
Computers	3 years
Software	3 years

Fixed Asset System Maintenance:

1. Initial identification of qualified fixed assets
2. Maintaining the data records as required
3. Assignment of actual cost, Useful life and other required information
4. Determining Book Value for authorized sale items
5. Initiating the annual physical inventory process

Management Company Responsibilities:

The Board has delegated to the management Company the following responsibilities:

1. Ensuring all disposition forms or processes required in a timely manner
2. Ensuring that, when necessary, proper reporting of stolen items is communicated
3. Ensuring an accurate annual inventory be conducted and reported

Physical Inventory of Fixed Assets:

A periodic physical inventory of Fixed Assets is necessary for accountability and control. The inventory confirms or refutes the reliability of the property management system.

The inventory taking process is initiated by the Board to:

1. Confirm and validate fixed asset records and/or
2. Comply with legal, auditing/reporting and insurance requirements

Inventories should take place on a periodic basis (preferably near the fiscal year end), especially for furniture, fixture and equipment characterizes movable.

The actual comparison is the responsibility of the management company. The management company will for the complete report and a copy of the inventory to the Board for final review and comparison semi-annually.

If a comparison indicates a problem exists or is beginning to develop, additional steps should be taken. These steps may include strengthening current controls to ensure all

purchases and disposals are recorded, tracking assets and not on the listed location to determine if they are improperly recorded elsewhere, retaining inventory takers and/or departments to adhere to fixed asset policies, etc. It is important to follow up on any problem identified to ensure it has been corrected.

Tagging of Assets:

The Management Company shall be responsible for the placement of tags identifying proper Board ownership of all assets purchase a costs in excess of $1000. The Company shall further provide a list of "Board Tagged Assets" **within 30 days** of the completion of the Inventory Period.

Fixed Asset Policy Revised – 2008

BOARD OF DIRECTOR'S TRAVEL POLICY

The Board of Directors (the "Board") for Life Skills Center of Summit has resolved to establish the following procedures and standards for the handling of travel and transportation expenses of all Board Members (the "Directors").

Any Director traveling on official business is expected to exercise the same care in incurring expenses that a prudent person would exercise if traveling on personal business and expending personal funds. Excess costs, circuitous routes (taking a round-about or lengthy route), delays or luxury accommodations and services unnecessary or unjustified in the performance of official business are not acceptable under this policy. Directors will be responsible for any unauthorized costs and expenses incurred for personal preference or convenience.

Prior approval for any travel, aside from travel to and from Board or Committee Meetings, must be obtained by properly completing the Travel Expense Reimbursement Report, in the form attached hereto as Exhibit A, with the Board Treasurer. If a Director travels without having prior approval of the travel, the request for reimbursement of expense may be denied.

I. COST STANDARDS

1. Transportation
 a. Common Carrier- Travel by air, rail or bus must be at the lowest and best available rate.
 b. Private Car- Reimbursement will be at the current IRS rate.
 c. Mileage is payable to only one of two or more employees traveling on the same trip and in the same vehicle.
 d. Costs resulting from parking and traffic violations are not reimbursable.
 e. Use of a rental car is not reimbursable unless identified on the Part I request and pre-approved by the Board President and Board Treasurer. The Board will only reimburse at the mid-sized sedan rental rate unless otherwise approved (e.g., van for seven people).

2. Hotel:
 a. A single room is the standard for reimbursement. A detailed original bill showing payment must be submitted for reimbursement. If the hotel/motel bill does not show payment, other proof of payment must be provided. Extra charges on the hotel bill will be reviewed for propriety. Telephone calls of a business nature must be identified for reimbursement.

 b. Safe arrival call- on extended travel (at least one night away from home), the Director will be allowed one safe arrival telephone call to his/her place of choice, not to exceed five dollars ($5.00) (including hotel charges, if any) upon submission of documentation. The Director should identify the safe arrival call on the hotel bill in order to be reimbursed.

3. Meals:

 a. Meals and incidentals will be paid at the IRS maximum per diem rate (See IRS Publication 1542, revised April 2010) for overnight non-local travel[1]. No increased meal allowances are permitted. Use of meal and incidental allowance for purchase of alcohol is prohibited. Incidentals are expenses for laundry, cleaning and pressing of clothing and fees and tips for services, such as for porters, waitresses/waiters, and baggage carriers.

 b. Meals that are part of seminar costs (normally paid as a registration fee) will not be additionally reimbursed. Meals included as part of your registration fees should be detailed on the registration form included with your Travel Expense Reimbursement Report. If meals are included as part of registration, you will not be reimbursed for a meal purchased during the time when the seminar is providing a meal. Continental breakfasts will not be considered a meal.

 c. Meals paid for locally will only be reimbursed if they are part of a seminar or training registration or incurred while conducting business (i.e., lunch meeting with consultants).

4. Miscellaneous Expenses:

 a. Expenses incurred for fax copies, storage of baggage, telephone calls on official business, and rental of equipment for temporary meetings or office facilities necessary for the conduct of official business may be reimbursed. Such items must be itemized, receipted, and explained.

 b. Parking, bridge, highway and tunnel tolls, taxi fares, bus fares, etc. are reimbursable items if accompanied by original receipts.
 Any receipt that appears to be altered will not be reimbursed.

[1] Locally is considered within 30 miles of the worksite.

BOARD OF DIRECTOR'S CREDIT CARD POLICY

The Board of Directors for School recognizes the efficiency and convenience afforded to the day-to-day operations of the school district through the use of credit cards. Credit cards shall not be used to circumvent the general purchasing procedures required by Ohio law and the policies of this Board. As such, the Board authorizes the use of credit cards in the following manner:

I. Bank Credit Cards

The Board President and Treasurer shall hold and supervise the use of all bank credit cards issued to and in the name of the school. Such credit cards shall be used only for approved board and school related activities and expenses. Use of the credit card is limited to individual purchased of $500.00 or less.

Board of Director members may request use of the bank credit cards for expenses incurred in connection with Board approved, school-related and board related activities and expenses. Subject to Board discretion and approval, such expenses may include: transportation reservations and expenses; conference registrations; hotel reservation guarantees; and reasonable in-town or out-of-town meal expenses **excluding** alcohol purchases and **including** a maximum gratuity of Fifteen Percent (15%). **School credit cards are not to be used for personal purchases or expenditures, meaning expenses that are not incurred in connection with Board approved, school - related activities.**

If monies are budgeted and deposited with the School Fiscal Officer in advance, school employees may use bank credit cards for safety and security reasons in connection with a student trip, competition and/or event. Such use must be in accordance with guidelines adopted by the Board of Education or Treasurer.

The Fiscal Officer will keep a record of all bank credit card use.

Users of bank credit cards shall turn in receipts and a completed credit card expenditure form with the credit card to the Fiscal Officer within 10 business days upon the completion of any approved use. The failure to turn in receipts and an expenditure form to the Fiscal Officer within 10 business days may result in the charges being deemed unrelated or unsubstantiated. Users shall be responsible for any unsubstantiated or unrelated purchases and shall be obligated to make full reimbursement to the school district within 30 business days.

a. Whenever possible, receipts shall include a cash register slip or other detailed receipt (such as a restaurant receipt itemizing all purchases), rather than only a credit card receipt.

b. The user shall specify on the back of the receipt and/or on the credit card expenditure form the following information:

i. A brief description of the business purpose of the expenditure(s);

ii. A list of attendees and their respective affiliation, if an expenditure was made on behalf of a group of persons;

iii. Verification that family members or other persons having no business purpose for their attendance paid their own expenses.

References: Ohio Revised Code Sections 2921.42, 102.03, 117.28

REVISED 2008

BOARD OF DIRECTOR'S INVESTMENT POLICY

I. INTRODUCTION

The purpose of this investment policy is to establish priorities and guidelines regarding the investment management of the funds of School which are held in trust, by the School's Board of Directors (such funds hereinafter referred to as "School" funds or School Portfolio). Such priorities and guidelines are based upon Chapters 135.14 and 135.142 of the Ohio Revised Code and prudent money management. This policy includes (totally or partially) sections of the statute in order to describe eligible investments. In some sections, the policy places further limits upon the use of eligible investments or investment transactions.

II. INVESTMENT OBJECTIVES

The investment objectives of the district, in priority order, include:

A. Compliance with all Federal and State Laws
B. Safety of Principal

Safety of principal is the most important objective. The investment of District funds shall be conducted in a manner that seeks to ensure the preservation of capital within the context of the following criteria:

• Market Risk (Interest Rate Risk)

The market value of securities in the Schools' portfolio will increase or decrease based upon changes in the general level of interest rates. The effects of market value fluctuations will be minimized by

(1) maintaining adequate liquidity to pay current obligations;
(2) diversification of maturities; (3) diversification of assets.

• Credit Risk

Credit risk is the risk of loss due to the failure of a security issuer to pay principal or interest, or the failure of the issuer to make timely payments of principal or interest. Eligible investments affected by credit risk include certificates of deposit, commercial paper, and bankers' acceptances. Credit risk will be minimized by

(1) diversifying assets by issuer;
(2) ensuring that required, minimum credit quality ratings exist prior to the purchase of commercial paper and bankers, acceptances; and
(3) maintaining adequate collateralization of certificates of deposit.

C. Liquidity

The portfolio shall remain sufficiently liquid to meet all current obligations of the School. Minimum liquidity levels (as a percentage of average investable funds) may be established in order to meet all current obligations without having to sell securities. The portfolio may also be structured so that securities mature concurrently with cash needs.

D. Yield

The School's portfolio shall be managed to consistently attain a market rate of return throughout budgetary and economic cycles. Whenever possible, and consistent with risk limitations and prudent investment management, the School will seek to augment returns above the market average rate of return through the implementation of active portfolio management strategies.

III. AUTHORIZED INVESTMENTS (ITEMIZED)

• U.S. Treasury Bills, Notes, and Bonds; various federal agency securities including issues of Federal National Mortgage Assn. (FNMA), Federal Home Loan Mortgage Corp. (FHLMC), Federal Home Loan Bank (FHLB), Federal Farm Credit Bank (FFCB), Student Loan Marketing Assn. (SLMA), Government National Mortgage Association (GNMA), and other agencies or instrumentalities of the United States. Eligible investments include securities that may be "called" (by the issuer) prior to the final maturity date. Any eligible investment may be purchased at a premium or a discount. All federal agency securities shall be direct issuances of federal government agencies or instrumentalities.

• Commercial paper issues of companies incorporated under the laws of the United States or any state, provided that such companies have assets in excess of $500 million; eligible commercial paper shall also be rated in the highest classification (at the time of purchase) by at least two standard rating services. The final maturity of commercial paper shall be no longer than 180 days from the date of purchase.

• Bankers' acceptances issued by any bank domiciled in the State of Ohio or bankers' acceptances issued by any domestic bank rated in the highest category by one of two nationally recognized rating agencies. The final maturity of bankers' acceptance shall be no longer than 180 days.

***NOTE**: The maximum allowable percentage of commercial paper and bankers' acceptances is defined under Section 135.142 ORC.* • Interim deposits in the eligible institutions applying for interim moneys as provided in Section 135.08 ORC.

• No-load money market mutual funds, as defined in 135.14(b)(5), rated in the highest category by at least one nationally recognized rating agency, investing exclusively in the same types of eligible securities as defined in Division B (1) or B (2) under 135.14 ORC, and repurchase agreements secured by such obligations. Eligible money market funds shall comply with 135.01 ORC, regarding limitations and restrictions.

• Repurchase agreements with any eligible institution mentioned in Section 135.03 ORC, or any eligible securities dealer pursuant to division (M) of this section, except that such eligible securities dealers shall be *restricted to primary government securities dealers*. Repurchase agreements executed with eligible broker/dealers will settle on a delivery vs. payment basis with repurchase collateral held at a qualified custodian or agent, designated by the School. Eligible repurchase collateral is restricted to securities listed in division (B)(1) or (B)(2) under 135.14 ORC. The market value of securities subject to a repurchase agreement must exceed the principal value of the repurchase amount by at least 2%. Prior to the execution of any repurchase transaction, a master repurchase agreement will be signed by the School and the eligible parties.

• The state treasurer's investment pool [STAR OHIO], pursuant to 135.45 ORC.

IV. **Safekeeping and Custody**

Securities purchased for the will be held in safekeeping by a qualified Board Trustee and/or Board Fiscal Officer(hereinafter referred to as the "Custodian"), as provided in Section 135.37 ORC. Securities held in safekeeping by the Custodian will be evidenced by a monthly statement describing such securities. The Custodian may safe keep the School's securities in (1) Federal Reserve Bank book entry form; (2) Depository Trust Company (DTC) book entry form in the account of the Custodian or the Custodian's correspondent bank; or (3) Non-book entry (physical) securities held by the Custodian or

the Custodian's correspondent bank. All securities transactions will settle using standard delivery vs. Payment (DVP) procedures. The records of the Custodian shall identify such securities in the name of the School.

V. **School Board**

An investment report will be prepared on a quarterly basis and made available to the Board of Directors for school. The report will include the following specific areas: the investment inventory, transactions for the period, and realized income. Changes/modifications to the investment policy shall be submitted to the School's Board Members for approval. Any amended policy that has been approved by the Board Members of the School shall be filed with the Auditor of State.

VI. **Portfolio Reporting**

The School shall maintain an inventory of all portfolio assets. A description of each security will include security type, issue/issuer, cost (original purchase cost or current book value), par value (maturity value), maturity date, settlement date (delivery versus payment date of purchased or sold securities), and any coupon (interest) rate. The investment report will also include a record of all security purchases and sales. Regularly issued reports will include a monthly portfolio report and a quarterly portfolio report, detailing the *current* inventory of all securities, all investment transactions, any income received (maturities, interest payments, and sales), and any expenses paid. The report will also include the purchase yield of each security, the average-weighted yield and average-weighted maturity of the portfolio. The portfolio report shall state the name(s) of any persons or entity effecting transactions on behalf of the investing authority.

VII. **Investment Advisors, Qualified Dealers and Financial Institutions**

The School may retain the services of one or more registered investment advisor(s). The investment advisor(s) will assist in the management of the School's portfolio and will share the responsibility for the investment and reinvestment of such investment assets, including the execution of investment transactions. Upon the request of the School's Treasurer, the investment advisor will attend meetings and will discuss all aspects of the School's portfolio, including bond market conditions affecting the value of the School's investments. The investment advisor(s) will be required to issue monthly and quarterly portfolio reports as defined under Section VI of this investment policy ("Portfolio Reporting"). The investment advisor(s) may transact business (execute the purchase and/or sale of securities) with eligible Ohio financial institutions, primary securities dealers regularly reporting to the New York Federal Reserve Bank, and regional securities firms or broker dealers licensed with the Ohio Department of Commerce, Division of Securities, to transact business in the State of Ohio. All persons or entities transacting investment business with the School are required to sign the approved investment policy as an acknowledgment and understanding of the contents of said policy.

VIII. **Sale of Securities Prior To Maturity**

Portfolio securities may be "redeemed or sold" prior to maturity under the following conditions:

(1) To meet additional liquidity needs
(2) To purchase another security to increase yield or current income
(3) To purchase another security to lengthen or shorten maturity
(4) To realize any capital gains and/or income
(5) To increase investment quality

Such transactions may be referred to as a "sale and purchase" or a "bond swap". For purposes of this section, redeemed shall also mean "called" in the case of a callable security.

IX. **Procedures for The Purchase And Sale Of Securities**

Securities will be purchased or sold through approved broker/dealers on a "best price and execution" basis. All such investment transactions will be communicated by facsimile transmission to the Treasurer or to an authorized representative, designated by the Treasurer. A purchase or sale of securities will be represented by transaction advises issued by the School's investment advisor(s) which will describe the transaction, including par value, coupon (if any), maturity date, and cost. A facsimile transmission will also be sent to the Treasurer's designated custodian bank and will serve as an authorization to said custodian to receive or deliver securities versus payment. Confirmation advices, representing the purchase or sale of securities, will be issued by the eligible broker/dealer and sent to the investing authority. Copies of such advices will be sent to the School's investment advisor.

X. **Statements of Compliance**

This investment policy has been approved by the investing authority and the governing board and filed with the Auditor of State, pursuant to 135.14(N)(1) ORC. All brokers, dealers, and financial institutions executing transactions initiated by the Treasurer or the School's investment advisor(s) have signed the approved investment policy. Investment policies (signed by such brokers, dealers, and financial institutions) are filed with the Treasurer. The School's investment advisor(s) is/are registered with the Securities and Exchange Commission and possesses public funds investment management experience, specifically in the area of state and local government investment portfolios. The investment advisor(s) has/have additionally signed the approved investment policy and the signed policy is filed with the Treasurer. Any amendments to this policy will be filed with the Auditor of State (Attn: Clerk of the Bureau, P.O. Box 1140, Columbus, OH, 43216-1140) within fifteen days of the effective date of the amendment.

Board Stipend Policy

RESOLVED: that the Board of Directors for _____, In accordance with Ohio Revised Code §3314.02(E)(4) authorize compensation of Board members by payment of a stipend in the amount of _____ Dollars ($____) per meeting, per member;

FURHTER RESOLVED: that the Board of Directors instructs Fiscal Officer, Brian Adams of Ohio Community School Consultants (OCSC)to pay stipends out of the Board budget within seven (7) business days of the attended meeting for which the stipend is being issued.

BOARD LAPTOP POLICY

RESOLVED: That in order for the Board of Directors to properly conduct Board business, the Board of Directors approves the purchase of new laptop computers for the members of the Board of Directors, and that the cost of such laptops shall be duly noted for the record upon purchase of the same, with a purchase price not to exceed One Thousand Two Hundred Dollars ($1,200.00) per laptop. The laptops will remain the property of The School and its Board of Directors.

Board President

POTENTIAL BOARD MEMBER REIMBURSEMENT POLICY

RESOLVED: that the Board of Directors accepts and approves the Board Member Reimbursement Policy, which will be added to the Board Policy Manual for the purpose of reimbursing new Board members for expenses incurred during the process of becoming accepted to the Board of Directors, such as BCI/FBI Checks.

Board President

Graduation Expense Policy

As approved by the Board of Directors of the Life Skills Center at a public meeting, the following policy, procedures, and standards will apply to the handling of graduation costs and expenses for the Life Skills Center graduates.

The Board of Directors finds that by honoring its graduation students with an appropriate ceremony, gift, and/or award, it will serve the public purpose of encouraging students to obtain their education as there are rewards associated with earning a high school diploma. This public purpose is congruent with the Life Skills Center's mission "to save at-risk students by giving them a second chance at obtaining a quality education and vocational training and placement, thereby guiding them on a path to success" and that "a high school diploma will not only benefit those young adults that take advantage of the opportunities it offers, but, through the rippling effect that the graduate himself will have over time, it will also benefit the community as a whole."

The Board of Directors wishes to recognize the importance of the Life Skills Center students earning a high school diploma and finds a public purpose in honoring graduating students with an appropriate ceremony, gift, and/or award. All students are eligible to attend and receive the aforementioned ceremony, gift, and/or award upon completion of the graduation requirements of the Life Skills Center. A summary of sample eligible and approved expenses is listed below for reference.

The Board of Directors authorizes reasonable expenditures to fund graduation activities which may include, but are not limited to:

1. Graduation ceremony including facility expenses
2. Honoraria for commencement speakers
3. Graduate celebration meal for students and their guests (excluding alcohol) not to exceed $20.00 per graduate.
4. Awards and/or gifts consistent with the School's mission (excluding gifts of cash or cash equivalents)
 a. Such awards and/or gifts should be limited to a dollar amount of $35.00 or less per graduate, and could include, but are not limited to:
 i. Personalized gift such as a plaque or award
 ii. Reference book
 iii. Publication of interest
 iv. Writing utensil
 v. Framed announcement
 vi. Other graduate appropriate gift as agreed by the Board

Written receipt(s) for Board-approved expenses must be submitted to the Board for payment. Upon receiving documentation of expenses incurred, the Board will reimburse the School for approved expenditures in relation to the Graduation events of the Life Skills Center.

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ACADEMIC PREVENTION/INTERVENTION POLICY

In accordance with Section 3313.6012 of the Revised Code, the Board of Directors (the "Board") of Life Skills Center of Summit (the "School") adopts this Academic Prevention/Intervention Policy (the "Policy"), as more fully detailed below, in order to address prevention and intervention services for all grades and students within the School.

I. ASSESSMENTS

The School shall assess student achievement and needs in all program areas in compliance with State law, the rules adopted by the State Board of Education and the Charter. The purpose of such assessments will be to determine the progress of students and to assist them in attaining student performance objectives and educational achievement goals of the School.

II. STATE-REQUIRED TESTS

The School shall administer all State-mandated tests to students at the times designated by the State Board of Education. "Achievement tests" for purpose of this Policy are defined as those aligned with the Ohio academic content standards and model curriculum, designed to measure a student's level of skill in a specific subject area that is expected at the end of a designated grade and/or is required as part of the Ohio graduation requirement. The School will administer the Ohio graduation tests, if applicable, as required by Section 3301.0710 of the Revised Code and at times designated by Section 3301.0711 of the Revised Code.

"Diagnostic assessments" for purposes of this Policy are defined as those aligned with Ohio academic content standards and model curriculum, designed to measure student comprehension of academic content and mastery of related skills for a relevant subject area at each grade level. The School will administer diagnostic assessments pursuant to Section 3301.0715 of the Revised Code.

All statewide tests shall be administered in accordance with Rules 3301-13-01 and according to procedures outlined in 3301-13-02 of the Ohio Administrative Code.

In addition to achievement tests and diagnostic assessments, staff members will assess the academic achievement and learning needs of each student. Procedures for such assessments may include, by illustration but not limitation, teacher observation techniques, cumulative student records, and/or student performance data collected through standard testing programs.

Any student receiving special education services may be excused from taking any particular test required if the individualized education program ("IEP") developed for the

student excuses the student from taking that test and instead specifies that an alternative assessment method be used. The Alternative Assessment for a Student with Disability ("AASWD") is approved by the Department of Education to evaluate the performance of students with the most significant cognitive disabilities for whom regular assessments, even with accommodations, are not appropriate. In general, the IEP shall not excuse the student from taking a test unless no reasonable accommodation can be made to enable the student to take the test. In that case, the school shall use AASWD to test students needing an alternate form of assessment.

The School shall not use any student's failure to attain a specified score on any State-mandated test as a factor in any decision to deny the student promotion to a higher grade level, except as provided by law.

III. INTERVENTION SERVICES

In accordance with this Policy, the School shall provide prevention/intervention services in pertinent subject areas to students who score below the proficient level on a reading, writing, mathematics, social studies or science achievement test and/or who do not demonstrate academic performance at their grade level based on the results of a diagnostic assessment. Intervention services will be commensurate with the student's test performance in each such test area including prevention, intervention, or remediation. Such prevention, intervention or remediation programs may include, by way of illustration, remedial program content, one-on-one teacher/student interaction, computer-assisted remedial course material, student-specific tutoring intervention and/or small group interaction.

During the school year following the year in which the tests prescribed by R.C. 3301.0710(A)(1) are administered to any student, the School shall provide appropriate intervention services, commensurate with the student's test performance, including any intensive prevention, intervention, or remediation required under R.C. 3301.0711, 3301.0715, 3313.608 or R.C. 3313.6012, in any skill in which the student failed to demonstrate at least a score of proficient level on an achievement test.

For each student required to be offered intervention services, the School may involve the student's parent or guardian and classroom teacher in developing the intervention strategy, and shall offer to the parent or guardian the opportunity to be involved in the intervention services.

IV. PROCEDURES FOR THE REGULAR COLLECTION OF STUDENT PERFORMANCE DATA

The School shall develop procedures for the regular collection of student performance data; a plan for the design of classroom-based intervention services to meet the instructional needs of individual students as determined by the results of diagnostic assessments; and procedures for using student performance data to evaluate the effectiveness of intervention services and, if necessary, to modify such services.

The School shall keep records for each student including the following:

A. A unique State student identification code or a student data verification code as required in accordance with R.C. 3301.0714(D)(2);

B. A list or designation of which tests are required and which tests are not required;

C. A list or designation of which tests, required or not required, are taken and which are not taken at each test administration period;

D. Score for each test taken;

E. Whether each student attained the requisite performance standard designated for each required test;

F. What if any tests must still be taken;

G. Whether or not intervention must be provided; and

H. For each test required for graduation, the date passed must be recorded on the student's transcript. No information shall be on the student's transcript for a test not passed. When a student who has taken State-mandated tests in one (1) school leaves that school to enroll in another school, the school previously attended shall provide, immediately upon request by a school official from the enrolling school, all applicable records set forth above.

V. PROCEDURES FOR USING STUDENT PERFORMANCE DATA TO EVALUATE THE EFFECTIVENESS OF INTERVENTION SERVICES AND, IF NECESSARY, TO MODIFY SUCH SERVICES.

The School shall utilize diagnostic and performance assessments that are nationally-normed and aligned with State-standards to measure student performance data. Data will be collected to determine student performance in reading, math, language arts and life sciences and the effectiveness of intervention services.

The student performance will be measured after each diagnostic and performance assessments and compared with previous assessments to determine gains in each relevant subject category. Intervention and remediation programs, may include by way of illustration, one-on-one tutoring, computer-assisted remedial curriculum, small group intervention and/or one-on-one student/teacher interaction will be employed. Subsequent diagnostic and performance assessments will be employed after implementation of intervention and remediation programs to determine efficacy and effectiveness of such programs.

This policy shall be reviewed annually.

Complaint Policy and Procedure

The Board of Directors ("Board") and Life Skills believe that Complaints from parents or other members of the community should be addressed thoroughly and completely. The people involved should treat one another with the highest level of respect and dignity. Complaints are best resolved where the issue originated, typically with the teacher.

1. Initially, Complaints shall be addressed formally or informally with the school teacher. Complaints must be made in a civil/respectful manner in order to be considered by school personnel. Where appropriate, the Complaint should be in writing on a form developed by the Administrator and should contain a statement of the facts and the specific outcome desired by the parent/guardian or other person making the Complaint ("Complainant"). The Complainant may sign the Complaint and should be given a copy. The teacher should work with the Complainant to resolve the issue in a timely, professional, and courteous manner. The efforts used to resolve the Complaint and the outcome should be noted on the form. Allegations involving illegalities should be reported immediately to the Administrator, who will advise "Life Skills" Designated Representative, their counsel, and the Board's legal counsel.

2. Complaints unresolved through a parent/teacher communication or Complaints involving teachers or staff members should be in writing as noted in 1. above, and directed to the Administrator. The Administrator shall investigate and attempt to resolve the issue in a fair and timely manner. The outcome should be noted on the form and further documented by letter or email as appropriate under the circumstances. If the Administrator cannot resolve the issue, the Complaint (with documented history or preceding steps) is forwarded in written form to the Life Skills Designated Representative within seventy-two (72) hours.

3. The Life Skills Designated Representative shall conduct an independent investigation by contacting appropriate persons involved. The outcome of the investigation should be noted on the form and further documented by letter or email as appropriate under the circumstances. If the Life Skills Designated Representative cannot resolve the issue, the Complaint (with documented history of preceding steps) shall be forwarded within five (5) business days to the Sponsor Representative assigned to the school and the Board's attorney. The Sponsor Representative shall conduct an investigation by contacting all parties involved and report the results to the Board, Life Skills, and the Sponsor. The Board shall inform the Complainant, and any other necessary parties about the

results of its investigation. The Complainant may address the Board during the Public Comment period at a Board meeting. Where appropriate, it should also be slated as an item for report on the Board's next meeting agenda and handled in accordance with all confidentiality restrictions.

4. The resolution of any Complaint reaching the Board shall be filed as part of the Board's records.

5. Complaints received directly by the Board, the Sponsor or the Ohio Department of Education (ODE) shall be handled in accordance with the Board's Complaint Policy and Procedure and should go through steps 1 and 2 when possible. Upon receipt of a Complaint, the Sponsor (or ODE) shall forward it to the Administrator to address the Complaint at the local level first. Upon receipt of a Complaint from the Sponsor, the Administrator shall forward a copy of this Complaint Policy and Procedure to the Complainant and request that the Complainant complete the designated Complaint form. The Sponsor shall facilitate the Complaint by:

 - ✓ Directing the Complaint to the appropriate school official first;
 - ✓ Notifying the appropriate Life Skills Designated Representative of the Complaint;
 - ✓ Investigating the Complaint if warranted or if requested by school officials; and,
 - ✓ Reporting the resolution of the Complaint to the Sponsor so that the Complaint may be tracked and closed.

6. Upon closure of a complaint, the Administrator will issue a letter to the Complainant of one of the following :
 Compliance – (findings were unsubstantiated and school has complied); or
 Non-Compliance – (Noting the areas of non-compliance, recommending possible changes/technical assistance and statement that the school will respond to complainant with a corrective action(s) plan letter within 10-15 business days)

 All documentation of the Complaint, findings and any corrective action(s) plan will be placed in the appropriately marked complaint file for closure.

 Complaints that have gone beyond the Life Skills Designated Representative should be reported on the School's monthly report submitted to the Sponsor.

Life Skills Centers Complaint Form

Name: _____ **Date:** _____

Address: _____

Phone: _____

Alternate Phone: _____

Email Address: _____

School: _____

Complaint:

Person who took complaint form: _____

Date: _____

Educator Misconduct Policy

As required by Ohio law, the Employer on behalf of the School must report matters of professional misconduct to the Ohio Department of Education ("ODE") under any of the following circumstances:

1. When the School knows that an employee licensed by the Ohio Department of Education has pled guilty, has been found eligible for intervention in lieu of conviction, has been found guilty, has been convicted or, or has agreed to participate in a pre-trial diversion program for a criminal offense specified in ORC 3319.31(B)(2) or ORC 3319.39 which includes:

Offenses that require mandatory reporting to Ohio Department of Education:

- ✓ Any felony offense
- ✓ Any sex offense including misdemeanor sex offense (e.g. importuning, soliciting, sexual imposition)
- ✓ Any offense of violence
- ✓ Any theft offense
- ✓ Any drug abuse offense that is not a minor misdemeanor
- ✓ Violations of offenses listed under ORC 3319.31(B)(2) or ORC 3319.39 discovered as a result of a criminal records check

2. When a termination or non-renewal proceeding has been initiated or when an employee has been terminated or not renewed because it has been reasonably determined that the employee has committed an act that is "unbecoming to the teaching profession," or an offense specified in ORC 3319.31(B)(2) or 3319.39(B)(1) See definition below for conduct "unbecoming to the teaching profession."

Ohio Administrative Rule 3301-73-21 defines "conduct unbecoming to the teaching profession" as:

- Crimes or misconduct involving minors
- Crimes or misconduct involving school children
- Crimes or misconduct involving academic fraud
- Making, or causing to be made, any false or misleading statement or concealing a material fact in obtaining issuance or renewal of any licensing documents
- Crimes or misconduct involving the school community
- A plea of guilty to, a finding of guilt or a conviction to any offense enumerated under ORC 3319.39
- A violation of the terms and conditions of a consent agreement with the State Board of Education

3. When the employee has resigned under threat of termination or non-renewal;

4. When the employee has resigned during the course of an investigation of alleged educator misconduct.

Such conduct by an educator will be reported to ODE by the Employer on the Educator Misconduct Reporting Form, available on the ODE website. The Board President and the School's Sponsor shall be notified by the Employer/White Hat Management ("WHM") within five (5) business days of the Employer/WHM knowledge of any alleged misconduct on the part of an educator. The Employer/WHM shall, then, conduct an investigation of the allegations against the educator within fourteen (14) days from the date of the allegations were made known to WHM. If a report is required, all information and reports shall be forwarded to ODE by the Employer/WHM and shall be kept by the Employer/WHM in the employee's personnel file until ODE determines whether it intends to pursue disciplinary action. The Board President and the Sponsor shall be notified if a report is filed with ODE within five (5) business days. If ODE takes disciplinary action, then the report must remain in the personnel file. If no disciplinary action is taken, the report must be removed from the personnel file and placed in a separate file.

Inter-District Open Enrollment Policy

The Board of Directors shall permit the enrollment of students from adjacent or from other districts in this School, providing that each enrollment is in accordance with the laws of this State, the provision of this policy, and the administrative guidelines established to implement this policy. The School Administrator shall establish guidelines to implement the open enrollment policy in accordance with Ohio Revised Code 3314.06 and will comply with contract requirements as well as the requirement of 920 hours of instruction, or as may be subsequently amended by Ohio Revised Code. The guidelines shall provide the following:

1. Application procedures, including deadlines for application and for notification of students and the superintendent of the applicable district whenever an adjacent or other district student's application is approved;
2. Procedures for admitting adjacent or other district applicants free of any tuition obligation to the School, including, but not limited to: (a) the establishment of capacity limits by grade level, school building and education program; and (b) a requirement that all siblings of native students wishing to be enrolled in the School shall receive preference over first-time applicants.

The procedures for admitting adjacent or other district students established by the School Administrator shall not include:

1. Any requirement of academic ability, or any level of athletic, artistic, or other extracurricular skills;
2. A requirement that the student be proficient in the English language;
3. Rejection of any applicant because the student has been subject to disciplinary proceedings, except that if an applicant has been suspended or expelled by the student's district for ten consecutive days or more in the term for which admission is sought or in the term immediately preceding the term for which admission is sought, the procedures may include a provision denying admission of such applicant.

Enrollment will not be denied to any eligible applicant on the basis of sex, race, religion, national origin, ancestry, pregnancy, marital or parental status, sexual orientation, or physical, mental, emotional or learning disability. The school will also not discriminate in its pupil admissions policies or practices whether on the basis of intellectual or athletic ability, measures of achievement or aptitude, or any other basis that would be illegal if used by any public school.

The Board of Directors shall provide information about the application procedures and deadlines, upon request, to the board of education of any other school district or to the parent of any student anywhere in the state.

Personal Information System Policy and Procedure

The Board of Directors shall maintain from time to time personal information systems which relate to students, teachers or other employees. As defined by statute personal information means any information that describes anything about a person, or that indicates actions done by or to a person, or that indicates that a person possesses certain personal characteristics, and that contains, and can be retrieved from a system by, a name, identifying number, symbol, or other identifier assigned to a person. "System" means any collection or group of related records that are kept in an organized manner and that are maintained by a state or local agency, and from which personal information is retrieved by the name of the person or by some identifying number, symbol, or other identifier assigned to the person. System includes both records that are manually stored and records that are stored using electronic data processing equipment. System does not include collected archival records in the custody of or administered under the authority of the Ohio historical society, published directories, reference materials or newsletters, or routine information that is maintained for the purpose of internal office administration, the use of which would not adversely affect a person.

The guidelines for the operation of such personal information systems are as follows.

1. **Personal Information System**

 Information that is required by law to be maintained by the school shall be recorded in school's Personal Information, in accordance with Chapter 1347 of the Ohio Revised Code ('ORC'). The school shall collect, maintain and use only personal information which is necessary and relevant to the functions it is required or authorized to perform by law, and eliminate such information when it is no longer necessary to perform those functions.

 The personal information collected, maintained, and used within a system shall be necessary and relevant to the numerous functions of the school as required or authorized by statute, regulation or rule or necessarily inferred from those sources.

 Personal information which is no longer necessary and relevant to those functions should be eliminated from a system at the earliest opportunity in accordance with the Ohio Revised Code.

2. **Privacy Officer**

 The school identifies White Hat Management as its privacy officer to be directly responsible for the personal information system of the school. The privacy officer shall ensure compliance with Chapter 1347 of the ORC. The privacy officer shall monitor and maintain the personal information in the system for accuracy, relevance, timeliness, and completeness to assure fairness in any determination made with respect to a person on the basis of the information. Employees who use the personal information system in the course of their

regular duties shall monitor the contents of the records and report to the privacy officer any information which appears inaccurate, irrelevant, untimely or incomplete.

3. Security Plan

The school shall take reasonable precautions to protect personal information in the system from unauthorized modification, destruction, use, or disclosure. The school shall adopt and implement a security plan that includes:

(a) Informing school employees of appropriate and inappropriate uses, disclosure and access to the personal information;
(b) Reporting violations of the security plan to the privacy officer;
(c) Copy of the security plan shall be kept in the office of the personal systems security coordinator;
(d) Background investigations of any individual who has access to the personal information system;
(e) Disciplinary measures to be applied to any employee who initiates or contributes to any disciplinary action against an individual who brings to the attention of appropriate authorities, the press, or any member of the public, evidence of unauthorized use of information contained in the system.

4. Notice to Persons Asked to Supply Personal Information

Any person asked to supply personal information for a personal information system shall be advised whether he or she is legally required, or may refuse, to supply the information. A statement to this effect shall be provided with any written or verbal request for information and included on all forms.

The Board shall provide for the right of persons who are the subject of personal information to be informed about the personal information of which the person is the subject and to permit the person or the person's legal representative to inspect the personal information of which the person is the subject.

5. Investigation of Disputed Data

If any person disputes the accuracy, relevance, timeliness, or completeness of personal information that pertains to the person and that is maintained by the School in a personal information system, that person may request the Board to investigate the current status of the information. The Board shall comply with the procedures outlined in section 1347.09 of the ORC when the Board receives such a request.

Legal Reference: ORC Chapter 1347 Personal Information Systems

Section 504/ADA Policy

Section 504 of the Rehabilitation Act of 1973 ("Section 504") prohibits discrimination against persons with a disability in any program receiving Federal financial assistance. The Americans with Disabilities Act ("ADA") prohibits discrimination on the basis of disability in public accommodations and employment. For the purposes of this policy, a person with a disability is defined as an otherwise qualified individual whom:

1. Has a physical or mental impairment which substantially limits one or more major life activities (major life activities include functions such as caring for one's self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning and working);

2. Has a record of such an impairment; or

3. Is regarded as having such an impairment.

In order to fulfill its obligations under Section 504 and ADA, the Board of Directors Life Skills Centers recognizes its responsibility: to avoid discrimination in policies and practices regarding its personnel and students; to provide equal opportunity for employment; and to make accessible to persons with disabilities its facilities, programs and activities. No discrimination against any individual with a disability will be knowingly permitted on the basis of that disability in any of the programs, activities, policies and/or practices in the District. This nondiscrimination obligation shall apply to admission or access to, participation in, or treatment or employment in, the District's programs and activities.

The Board of Directors through the White Hat Management Director of Special Education has designated the Special Education Manager the District's Compliance Officer to coordinate the District's efforts to comply with Section 504, ADA and this Policy. A copy of the Rehabilitation Act of 1973 and Section 504's implementing regulations may be obtained from the District's Compliance Officer. The Compliance Officer may be reached at White Hat Management, 159 S. Main St., Suite 600, Akron, OH 44308.

It is the intent of the Board of Directors to ensure that students within its jurisdiction who are disabled within the definition of Section 504 are identified, evaluated and provided a free appropriate public education (FAPE) regardless of the nature or severity of their disabilities. Students may be disabled and eligible for services under Section 504 and this Policy even though they do not qualify for or require services pursuant to the Individuals with Disabilities Education Act (IDEA). A student eligible for services under IDEA shall be served according to that student's Individual Education Plan (IEP). If a student has a physical or mental impairment that substantially limits a major life activity, does not require specially designed

instruction to benefit educationally, but does require reasonable but more than standard modifications of the regular classroom or curriculum in order to have the same access to an education as a student without disabilities, then s/he may, if appropriate, be deemed a person with a disability and a Section 504 Plan would be developed and implemented in compliance with the applicable law and its implementing regulations. If a student has a physical or mental impairment, but it does not significantly limit his/her learning or other major life activity or s/he does not need modifications to the regular classroom or curriculum greater than what is normally provided to all students, then s/he is not a student with a disability within the definition of Section 504. However, if deemed appropriate, s/he may still be eligible for an Intervention Assistance Team (IAT) Plan.

Under Section 504, the Board of Directors has the specific responsibility to identify, evaluate, and, if the student is determined to be eligible under Section 504, to afford access to appropriate educational services. Parents/guardian/custodian ("parents") may participate fully in the evaluation process. If the parents disagree with the determination made by the professional staff of the District, they have the right to file a complaint as described in the administrative guidelines developed by the Director or to request a due process hearing with an impartial hearing officer.

Notice of the Board's policy on nondiscrimination in employment and education practices and the identity of the District's Compliance Officer will be posted throughout the District, and published in any of the District's recruitment statements or general information publications.

The Board directs the White Hat Management Director of Special Education to prepare Administrative Guidelines for facilitating the prompt, fair and appropriate identification, referral, evaluation and placement of students with disabilities who qualify for accommodations under Section 504.

The Board will provide in-service training and consultation to staff on the education of persons with disabilities, as necessary and appropriate.

The Board directs the White Hat Management Director of Special Education to develop a system of procedural safeguards which will provide for prompt and equitable resolution of complaints alleging violations of Section 504, ADA and this Policy. Due process rights of students with disabilities and their parents under Section 504 will be enforced.

Adopted: _____

Legal Ref: 29 U.S.C. §794 (Section 504 of the Rehabilitation Act of 1973);
42 U.S.C. §1201 *et seq.* (ADA); 20 U.S.C. §1400 *et seq.* (IDEA)

District/School: **LSC Summit** IRN#: 151191

Adoption of Written Policies & Procedures

The *Ohio Operating Standards for Ohio Educational Agencies Serving Children with Disabilities* ("Operating Standards") require school districts and community schools to adopt written policies and procedures in a number of different areas. Our district/school has chosen to meet this obligation by (check one of the following options):

☑ Adopting the Model Special Education Policies and Procedures prepared by the Ohio Department of Education. We adopted the Model Special Education Policies and Procedures on **September 17, 2009**.
(Date)

☐ Adopting its own written policies and procedures, attached, on _____.
(Date)

Signature of Superintendent or Designee — Date: 9/17/09

Adoption of Written Policies & Procedures Regarding Determination of a Specific Learning Disability

The Operating Standards specifically permit each school district and community school to choose which process that it will use to determine whether a child has a specific learning disability, and does not require the use of a severe discrepancy model. See OAC Rule 3301-51-06(H)(1). The Operating Standards do, however, require districts/schools to develop written procedures for the implementation of any method used to determine the existence of a specific learning disability which, at a minimum, incorporate guidelines developed by the Ohio Department of Education. OAC Rule 3301-51-06(H)(3)(f).

We have chosen to meet this obligation by (check one of the following options):

☑ Using valid, reliable techniques to assess discrepancies between the child's achievement and ability, using a process based on the child's response to scientific, research-based intervention or a combination of these two methods and implementing that method in accordance with guidance set forth in *Procedures and Guidance for Ohio Educational Agencies Serving Children With Disabilities* at § 6.7, Specific Learning Disabilities.

☐ Using one, both or a combination of the two methods described above and writing our own written policies and procedures which were adopted on _____.
(Date)

☐ Using a process based on other alternative research-based procedures which is described in the attached written policy and procedure developed by the district and adopted on _____.
(Date)

Signature of Superintendent or Designee — Date: 9/17/09



SPECIAL EDUCATION MODEL POLICIES AND PROCEDURES

Adopted on:

Date

By:

District

July 1, 2009

INTRODUCTION

By adopting these Model Policies and Procedures, the _____ (the "District") is adopting written policies and procedures regarding the manner in which the District fulfills its obligations under the Individuals with Disabilities Education Improvement Act of 2004 (IDEA) and the *Ohio Operating Standards for Ohio Educational Agencies Serving Children with Disabilities* (hereafter referred to as the "Operating Standards"). The Operating Standards require that the District adopt written policies and procedures in a number of different areas, and the District has chosen to adopt the model policies and procedures promulgated by the Ohio Department of Education's Office for Exceptional Children (ODE-OEC) in order to satisfy these requirements of the Operating Standards.

This document, while comprehensive, does not include every requirement set forth in the IDEA, the regulations implementing IDEA, the Operating Standards, the Ohio Revised Code (ORC) and/or the Ohio Administrative Code (OAC). The District recognizes its obligation to follow these laws, regardless of whether their provisions are restated in the Model Policies and Procedures.

I. FREE APPROPRIATE PUBLIC EDUCATION (FAPE)

The District ensures that a free appropriate public education (FAPE) is made available to all children with disabilities between the ages of 3 and 21, inclusive, in accordance with IDEA and the Operating Standards.

A. RESIDENTIAL PLACEMENT

If the District places a child with a disability in a public or private residential program deemed necessary to provide special education and related services to a child with a disability, the program, including non-medical care and room and board, is at no cost to the parents of the child.

B. ASSISTIVE TECHNOLOGY

The District makes assistive technology available if required as part of the child's special education, related services or supplementary aids and services.

C. EXTENDED SCHOOL YEAR (ESY) SERVICES

The District ensures that extended school year services are provided if a child's individualized education program (IEP) team determines that the services are necessary for the provision of FAPE to the child. If a child is transitioning from Part C services, the District considers extended school year (ESY) services as part of the IEP process.

D. NONACADEMIC SERVICES

The District takes steps, including the provision of supplementary aids and services determined appropriate and necessary by the child's IEP team, to provide nonacademic and extracurricular services and activities in the manner necessary to afford children with disabilities an equal opportunity for participation in those services and activities as provided to students without disabilities.

Nonacademic and extracurricular services and activities include counseling services, athletics, transportation, health services, recreational activities, special interest groups or clubs sponsored by the school district, referrals to agencies that provide assistance to individuals with disabilities and employment of students, including both employment by the school district and assistance in making outside employment available.

E. PROGRAM OPTIONS AND PHYSICAL EDUCATION

The District takes steps to ensure that children with disabilities served by the District have available to them the variety of educational programs and services available to nondisabled

children served by the school district, including art, music, industrial arts, consumer and homemaking education and vocational education.

The District ensures that a child with a disability receives appropriate physical education services. The District affords each child with a disability the opportunity to participate in a regular physical education program available to non-disabled children, unless the child is enrolled full time in a separate facility or needs specially designed physical education, as prescribed in the child's IEP. The District provides a specially designed physical education program if prescribed by the IEP.

For preschool children, the District considers adapted physical education or related services, as appropriate, in conjunction with center-based or itinerant teacher services, and considers the factors set forth in 3301-51-11(F) of the Operating Standards.

F. TRANSPORTATION

The District provides, as a related service, transportation service in accordance with IDEA and the Operating Standards.

II. CONFIDENTIALITY

The District safeguards the confidentiality of personally identifiable information at use, collection, storage, retention, disclosure and destruction stages. In the District, _____ (name of responsible official) is responsible for maintaining the confidentiality of personally identifiable information. The District ensures that all persons collecting or using personally identifiable information receive training and instruction regarding the District's policies regarding that information. The District maintains for public inspection a current listing of the names and positions of those employees within the agency who may have access to personally identifiable information. The District gives notice to all parents of students receiving special education and related services that is adequate to fully inform parents about confidentiality requirements, in accordance with 3301-51-04(C) of the Operating Standards. The District also ensures that its contractors adhere to applicable confidentiality requirements.

A. ACCESS RIGHTS

The District permits parents (or a representative of a parent) to inspect and review any education records relating to their children that are collected, maintained, or used by the District. If any education record includes information on more than one child, the parents of those children have the right to inspect and review only the information relating to their child or to be informed of that specific information. The District does not charge a fee to search for or retrieve information. The District may charge a fee for copies of records, but does not charge a fee for copies of records that will effectively prevent the parents from exercising their right to inspect and review records.

The District complies with a request to access records without unnecessary delay and before any meeting regarding an IEP, or any hearing pursuant to 3301-51-05 of the Operating Standards, and any resolution session pursuant to 3301-51-05 of the Operating Standards, and in no case more than 45 days after the request has been made.

The District responds to reasonable requests for explanations and interpretations of the records, provides copies if failure to provide copies would effectively prevent the parent from exercising the right to inspect and review the records and permits a representative of a parent to inspect and review records.

The District presumes that a parent has the authority to inspect and review records relative to that parent's child unless the District has been advised that the parent does not have the authority under applicable state law governing such matters as guardianship, separation and divorce.

Upon request, the District provides parents a list of the types and locations of education records collected, maintained or used by the District.

The District keeps a record of parties obtaining access to education records collected, maintained or used under Part B of the IDEA (except access by parents and authorized employees of the

participating agency), including the name of the party, the date access was given and the purpose for which the party is authorized to use the records.

B. AMENDMENT OF RECORDS/HEARING PROCESS

If a parent requests the District to amend the information in the education records collected, maintained or used in the provision of special education or related services, the District decides whether to amend the information in accordance with the request within a reasonable period of time. If the District decides to refuse to amend the information in accordance with the request, it informs the parent of the refusal and advises the parent of the right to a hearing as set forth below and in 3301-51-04 of the Operating Standards.

(1) HEARING PROCEDURE

If the parent requests a hearing to challenge information in education records, the hearing is conducted in accordance with the procedures in 34 Code of Federal Regulations (C.F.R.) 99.22 (July 1, 2005) and within a reasonable period of time after the District receives the request. The hearing is conducted in accordance with the following procedures:

(a) The parents shall be given notice of the date, time and place reasonably in advance of the hearing;
(b) The records hearing shall be conducted by any individual, including an official of the District, who does not have a direct interest in the outcome of the hearing;
(c) The parents shall be afforded a full and fair opportunity to present evidence relevant to the child's education records and the information the parent believes is inaccurate or misleading or violates the privacy or other rights of the child;
(d) The parents may, at their own expense, be assisted or represented by one or more individuals of their choice, including an attorney;
(e) The District makes its decision in writing within a reasonable period of time after the hearing; and
(f) The decision is based solely upon the evidence presented at the hearing and includes a summary of the evidence and the reasons for the decision.

(2) RESULTS OF HEARING

If the District, as a result of the hearing, decides that the information is inaccurate, misleading or otherwise in violation of the privacy or other rights of the child, it amends the information accordingly and informs the parent in writing.

If the District, as a result of the hearing, decides that the information is not inaccurate, misleading or otherwise in violation of the privacy or other rights of the child, it must inform the parent of the parent's right to place in the child's records a statement commenting on the information or setting forth any reasons the parents disagree with the decision of the District.

Any explanation placed in the records of a child are:

(a) Maintained by the District as part of the records of the child as long as the record or contested portion is maintained by the District; and

(b) Disclosed any time the records of the child or the contested portion is disclosed by the District to any party.

C. Parental Consent Prior to Disclosure of Records

The District obtains parental consent before personally identifiable information is disclosed to parties, other than officials of participating agencies in accordance as defined by 3301-51-04(B)(3) of the Operating Standards, unless the information is contained in education records and the disclosure is authorized without parental consent under the Family Educational Rights and Privacy Act of 1974, August 1974, 20 U.S.C. 1232g (FERPA).

The parent's consent must be in writing, signed and dated and must:
(1) Specify the records to be disclosed;
(2) State the purpose of the disclosure; and
(3) Identify the party or class of parties to whom the disclosure may be made.

The District obtains parental consent, or the consent of an eligible child who has reached the age of majority under Ohio law, before personally identifiable information is released:
(1) To officials of participating agencies providing or paying for transition services in accordance with 3301-51-07 of the Operating Standards;
(2) To officials in another district or school in connection with the child's enrollment in a nonpublic school; and/or
(3) For purposes of billing insurance and/or Medicaid.

D. Transfer of Rights At Age of Majority

The District affords rights of privacy to children similar to those afforded to parents, taking into consideration the age of the child and type or severity of disability.

The rights of parents regarding education records under FERPA transfer to the child at age 18.

If the rights accorded to parents under Part B of the IDEA are transferred to a child who reaches the age of majority (which is 18 in Ohio), the rights regarding education records also transfer to the child. See Chapter IV, Procedural Safeguards, Section G, regarding the transfer of rights under IDEA at the age of majority.

Once a child reaches the age of 17, the IEP must include a statement that the child has been informed regarding this transfer of rights.

E. Disciplinary Information and Reports to Law Enforcement

The District includes in the records of a child with a disability a statement of any current or previous disciplinary action that has been taken against the child and transmits the statement to

the same extent that disciplinary information is included in, and transmitted with, the records of nondisabled children.

When a child transfers from the District, the transmission of any of the child's records includes both the child's current IEP and any statement of current or previous disciplinary action that has been taken against the child.

A statement of disciplinary action shall:

(1) Specify the circumstances that resulted in the disciplinary action and provide a description of the disciplinary action taken if the disciplinary action was taken because the child:
 (a) Carried a weapon to or possessed a weapon at school, on school premises or to or at a school function;
 (b) Knowingly possessed or used illegal drugs, or sold or solicited the sale of a controlled substance, while at school, on school premises or at a school function; or
 (c) Inflicted serious bodily injury upon another person while at school, on school premises or at a school function; and
(2) Include any information that is relevant to the safety of the child and other individuals involved with the child.

A statement of disciplinary action may include a description of any other behavior engaged in by the child that required disciplinary action, and a description of the disciplinary action taken.

If the District reports a crime to the appropriate law enforcement officials, the District transmits copies of the special education and disciplinary records of the child to those officials only to the extent that the transmission is permitted by FERPA and any other applicable laws.

F. Destruction of Records

The District informs parents when personally identifiable information is no longer needed to provide educational services to the child. If the parents request, the information is then destroyed. However, a permanent record of a student's name, address, telephone number, grades, attendance record, classes attended, grade level completed and year completed is maintained without time limitation.

III. CHILD FIND

In accordance with federal law, the District assumes responsibility for the location, identification and evaluation of all children birth through age 21 who reside within the district and who require special education and related services.

This includes students who are:

(1) Advancing from grade to grade;
(2) Enrolled by their parents in private elementary or private secondary schools, including religious schools, located in our District (regardless of the severity of their disability);
(3) Wards of the state and children who are highly mobile, such as migrant and homeless children; and
(4) Home-schooled.

A. RESPONSIBILITY FOR DETERMINING ELIGIBILITY

In the District, the Evaluation Team ensures that the student meets the eligibility requirements of IDEA and state regulations.

In all cases, the Evaluation Team will not determine that a student has a disability if the suspected disability is because of a lack of instruction in reading or math. If the student is not proficient in English, the District will not identify the student as disabled if the limited English proficiency (LEP) is the cause of the suspected disability.

B. CHILD IDENTIFICATION PROCESS

(1) GENERAL

The District has a child identification process that includes the location, identification and evaluation of a child suspected of having a disability. _____ (title of individual or department) coordinates the child identification process. The department and its staff use a variety of community resources and systematic activities in order to identify children requiring special services. District staff members consult with appropriate representatives of private school students attending private schools located in the District in carrying out this process. The District ensures that this process for students attending private or religious schools located in the District is comparable to activities undertaken for students with disabilities in the public schools.

(2) IDENTIFICATION OF CHILDREN BETWEEN THE AGES OF BIRTH TO AGE 3.

When the District becomes aware of a child between the ages of birth to 3 who has or may have a disability, it either:

(a) Makes a child referral directly to the county family and children first council responsible for implementing the "Help Me Grow" (HMG) early intervention services under Part C of the IDEA; and/or

(b) Provides the parents with the information so that they can make the referral themselves.

Parents may opt out of and/or opt not to be referred for Part C services. They may request an evaluation from the District to determine if their child has a disability that may require special education. These parents are entitled to an evaluation from the District, even if the child is between the ages of birth to 3. The District is responsible for providing an evaluation but is not responsible for the provision of FAPE for an eligible child until the child is age 3.

(3) TRANSITION TO SPECIAL EDUCATION FROM HELP ME GROW (HMG).

The District and the county family and children first council responsible for HMG have a current interagency agreement that includes processes for the referral of children from HMG to the District. The District has an assigned transition contact, _____, who is the primary person responsible for contact with HMG regarding children transitioning from that program.

(a) If invited by a representative of HMG (and with parent permission), a District representative attends a transition conference to discuss transition from early intervention services to preschool for a child suspected of having a disability.
(b) If the parents request, the District invites the Part C service coordinator to the initial IEP meeting.

If there is a suspected disability and the child is eligible for special education and related services as a preschool child, the District works to ensure that an IEP is in place and implemented by the child's third birthday. In the case of children who are 45 days or less from their 3rd birthdays and who are suspected of having disabilities, an evaluation is completed within 60 days of parental consent, but an IEP is not required by their third birthdays.

As part of the IEP process, the IEP team determines if extended school year services are required for the preschool child.

(4) COORDINATION WITH OTHER AGENCIES.

The District has interagency agreements with Head Start programs within the school district's service delivery that provide for:

(a) Service coordination for preschool children with disabilities, 3 through 5 years of age, in a manner consistent with the state interagency agreement for service coordination with Head Start; and
(b) Transition of children eligible for special education and related services as a preschool child at age 3.

The District also has interagency agreements with the relevant county board(s) of MR/DD for identification, service delivery and financial responsibilities to adequately serve preschool children with disabilities 3 through 5 years of age.

C. DATA COLLECTION

The District maintains an education management information system and submits data to ODE pursuant to rule 3301-14-01 of the Administrative Code. The District's collection of data includes information needed to determine if significant disproportionality based on race and ethnicity is occurring in the District with respect to the identification of children as children with disabilities, the placement of children in educational settings and the incidence, duration and type of disciplinary actions.

IV. Procedural Safeguards

A. Prior Written Notice

The District provides prior written notice as required by IDEA and Operating Standards. See Appendix A which summarizes the situations in which prior written notice is required. The District uses the form required by ODE-OEC Prior Written Notice PR-01.

(1) Content of Prior Written Notice

The prior written notice, in accordance with the IDEA regulations and the Operating Standards, includes the following information to ensure that parents are fully informed of the action being proposed or refused:

(a) A description of the action proposed or refused by the District;
(b) An explanation of why the District proposes or refuses to take this action;
(c) A description of other options that the IEP team considered and the reasons why those options were rejected;
(d) A description of each evaluation procedure, assessment, record or report that the District used as a basis for the proposed or refused action;
(e) A description of other factors that are relevant to the District's proposal or refusal;
(f) A statement that the parents of a child with a disability have procedural safeguards and, if the notice is not an initial referral for evaluation, the means by which a copy of the description of procedural safeguards can be obtained; and
(g) Sources for parents to contact to obtain assistance in understanding the provisions of Ohio's rule regarding procedural safeguards.

(2) Communication of the Prior Written Notice

The District provides the notice in the native language of the parents or other mode of communication used by the parents unless it is clearly not feasible to do so.

If the native language or other mode of communication is not a written language, the District takes steps to have the notice translated orally or by other means to the parent in the parent's native language or other mode of communication. The District takes steps to ensure that such parents understand the content of the notice and maintains written evidence that both requirements set forth in this paragraph, if applicable, have been met.

The District may provide the prior written notice, procedural safeguards notice and the notification of a due process complaint by e-mail if the parents choose to receive the notices electronically.

B. Procedural Safeguards Notice

Parents of a child with a disability are entitled to specific procedural safeguards under IDEA and the Operating Standards.

Whose IDEA Is This? A Parent's Guide to the Individuals with Disabilities Education Improvement Act of 2004, developed by ODE-OEC, includes a full explanation of these procedural safeguards as required by IDEA and 3301-51-02, 3301-51-04 and 3301-51-05 of the Operating Standards.

The District provides parents with a copy of *Whose IDEA Is This?* at least once a year. This includes:

(1) Providing a copy to the parents of a child who transfers into the District from out-of-state; and
(2) Providing a copy to the parents of a child who transfers into the District from an in-state school if the sending District has not provided a copy to the parents during the current school year.

In addition, the District provides parents with a printed copy of this procedural safeguards notice in each of the following circumstances:

(1) The initial referral or parental request for evaluation;
(2) The receipt of the first due process complaint in a school year;
(3) A change in placement for disciplinary action; and
(4) When requested by the parents or the child who has reached the age of majority.

In providing *Whose IDEA is This?*, the District follows the procedures for communication that are described above under Prior Written Notice.

C. PARENTAL CONSENT

Consent means that the parents:

(a) Have been fully informed, in the parents' native language or other mode of communication, of all information relevant to the activity for which consent is sough;
(b) Understand and agree in writing to the carrying out of the activity for which the consent was asked. The consent describes that activity and lists the records (if any) that will be released and to whom they will be released; and
(c) Understand that the granting of consent is voluntary and may be revoked at any time.

(1) ACTIONS REQUIRING INFORMED WRITTEN PARENTAL CONSENT

The District obtains written consent from the parents before:

(a) Conducting an initial evaluation to determine if a child is eligible for special education;
(b) Initially providing special education and related services;
(c) Conducting a reevaluation when assessments are needed;
(d) Making a change in placement on the continuum of alternative placement options (i.e., regular classes, special classes, special schools, home instruction and instruction in hospitals and institutions); and
(e) Releasing personally identifiable information about the child to any person other than a person authorized to obtain those records without parental consent pursuant to FERPA. For example, parental consent is obtained prior to releasing records to a representative of

an agency that is likely to be responsible for providing or paying for transition services or for the purposes of billing Medicaid.

The District uses the ODE-OEC required Consent for Evaluation PR-05 form to obtain written parental consent for evaluation and reevaluation and the required IEP PR-07 form to obtain written parental consent for the initial provision of special education and related services and for making a change in placement.

The District does not obtain written parental consent when reviewing existing data as part of an evaluation or reevaluation or when administering a test or evaluation that is given to all children, unless consent is required of all parents.

(2) CHANGE IN PLACEMENT

Once the District receives the initial parental consent for special education and related services, the District must obtain consent only for a change in placement. A "change of placement" means a change from one option on the continuum of alternative placements to another (instruction in regular classes, special schools, home instruction and instruction in hospitals and institutions).

If the District cannot obtain parental consent, it may file a due process complaint requesting a due process hearing or engage in conflict resolution to obtain agreement or a ruling that the placement may be changed.

(3) PARENTS' FAILURE TO RESPOND OR REFUSAL TO PROVIDE CONSENT

The District makes "reasonable efforts" to contact parents and obtain written parental consent that may include:

(a) Written correspondence;
(b) Phone calls;
(c) Electronic mail communications, to include but not limited to e-mail and password-protected parent pages; and/or
(d) Visits to the home or parents' places of employment.

The District documents its attempts. If the parents fail to respond or refuse to provide consent, the District proceeds as follows:

(4) INITIAL EVALUATION

If the parents fail to respond to the District's efforts to obtain consent or refuse consent for the initial evaluation, the District may:

(a) Request a due process hearing and engage in conflict resolution (e.g., resolution meeting and/or mediation) to convince the parents to provide their consent; or
(b) Decide not to pursue the initial evaluation and provide the parents with prior written notice.

If the child is being home schooled or has been placed in a private school at the parents' expense, the District cannot file a due process complaint or request the parents to participate in a resolution meeting and/or mediation.

(5) REEVALUATION

If the parents fail to respond to the District's efforts to obtain consent for a reevaluation when assessments are needed, the District proceeds with the reevaluation.

If the parents expressly refuse consent for a reevaluation when assessments are needed, the District may:

(a) Agree with the parents that a reevaluation is unnecessary;
(b) Conduct a reevaluation by utilizing data and/or documentation that the District already possesses;
(c) Request a due process hearing and engage in conflict resolution (e.g., resolution meeting and/or mediation) to convince the parents to provide their consent; or
(d) Decide not to pursue having the child reevaluated.

The District continues to provide FAPE to the child if the District agrees with the parents that a reevaluation is unnecessary.

(6) INITIAL PROVISION OF SPECIAL EDUCATION AND RELATED SERVICES

If the parents do not attend the IEP meeting to develop the IEP for the initial provision of services, the District attempts to obtain written parental consent through other methods such as calling the parents, corresponding with the parents and or visiting the parents.

If the parents expressly refuse consent, as evidenced by their signatures on the IEP indicating that consent is not given, the District maintains a copy of the signed IEP showing that the District offered FAPE.

If the parents fail to respond or refuse consent, the District provides the parents with prior written notice and continues to provide the child with appropriate interventions in the regular education classroom. The District may not request a due process hearing or engage in conflict resolution to obtain agreement or a ruling that services may be provided to the child.

The District does not use the parents' refusal to consent to one service or activity to deny the parents or the child any other service, benefit or activity in the District, except in those instances in which IDEA authorizes that denial.

(7) REVOCATION OF CONSENT

The parents may revoke consent for and remove the child from special education and related services. Once the District receives written revocation of consent, it provides the parents with prior written notice and continues to provide the child with appropriate interventions through the regular education environment.

The District is not required to amend the child's education records to remove any references to the child's receipt of special education and related services because of the revocation of consent.

If a parent has provided written revocation of consent, the District does not file a due process complaint or engage in conflict resolution to attempt to obtain agreement or a ruling that special education and related services may be provided to the child.

D. INDEPENDENT EDUCATIONAL EVALUATION

Parents who disagree with an evaluation that was completed or obtained by the District may request an independent educational evaluation at public expense. Parents are entitled to request only one independent educational evaluation at public expense each time the District conducts an evaluation with which the parents disagree.

(1) INDEPENDENT EDUCATIONAL EVALUATION AT PUBLIC EXPENSE

If the parents request an independent educational evaluation at public expense, the District either:

(a) Ensures that an independent evaluation is provided at public expense; or
(b) Files a due process complaint requesting a hearing to show that the District's evaluation is appropriate.

If the District files a due process complaint and the final decision is that the District's evaluation is appropriate, the parent still has the right for an independent educational evaluation, but not at the public expense.

(2) PARENT INITIATED EVALUATIONS

If a parent obtains an independent educational evaluation at public expense or shares with the District an evaluation obtained at private expense, the District considers that evaluation, if it meets District criteria, in any decision made with respect to the provision of FAPE to the child.

(3) DISTRICT CRITERIA

If an independent educational evaluation is at public expense, the criteria under which the evaluation is obtained, including the location of the evaluation and the qualifications of the examiner, must be the same as the criteria which the District uses when it initiates an evaluation, to the extent those criteria are consistent with the parent's right to an independent educational evaluation. Except for the above-mentioned criteria, the District does not impose conditions or timelines related to obtaining an independent educational evaluation at public expense.

E. CONFLICT RESOLUTION

(1) ADMINISTRATIVE REVIEWS

Within 20 days of receipt of a complaint from a child's parents or another educational agency, the District's superintendent, or the superintendent's designee, conducts a review, may hold an administrative hearing and notifies all parties of the decision in writing.

(a) All parties have the right to invite others, including legal counsel, to participate in the review.
(b) The review is conducted at a time and place convenient to all parties.
(c) Every effort is made to resolve any disagreements at the administrative review.

(2) MEDIATION

At its discretion, the District participates in the resolution of disputes with other parties through the voluntary mediation processes available through ODE-OEC.

(3) IMPARTIAL DUE PROCESS HEARING/RESOLUTION MEETINGS

Due process complaints filed against the District proceed in the manner set forth in 3301-51-05(K) of the Operating Standards.

The District convenes a resolution meeting before the initiation of a due process hearing. The resolution meeting:

(a) Occurs within 15 days of the receipt of notice of the parents' due process complaint;
(b) Includes a representative of the District who has decision-making authority on behalf of the District;
(c) Does not include the District's attorney unless the parents are accompanied by an attorney;
(d) Provides an opportunity for the parents to discuss their due process complaint and the facts the complaint is based on; and
(e) Provides the District an opportunity to resolve the dispute.

The District does not hold a resolution meeting if the parents and the District agree in writing to waive the meeting or agree to use the mediation process. Also, if the District files the due process complaint, it is not required to hold a resolution meeting.

The District, if it is the child's school district of residence, is responsible for conducting the impartial due process hearing utilizing the hearing officer appointed by ODE-OEC. The District follows the procedures required by 3301-51-05(K)(10)–(15) of the Operating Standards when conducting a hearing at a time and place that is reasonably convenient to the parents and the child involved.

If the parents request to inspect and review any education records relating to their child, the District replies without unnecessary delay and makes the records available before the hearing.

The District provides the parents with one copy of the written, or at the option of the parents, an electronic verbatim record of the hearing and findings of fact and decision at no cost. The decision is final except that any party to the hearing may appeal the decision to ODE-OEC.

The District pays for the costs incurred for the hearing except for expert testimony, outside medical evaluations, witness fees, subpoena fees and cost of counsel requested by the other party to the hearing and compensates the hearing officer as provided in 3301-51-05(K)(16)(d) of the Operating Standards. If the hearing was requested by another agency, the District shares the costs of the hearing except for the costs identified in the preceding sentence.

Any further appeals or actions proceed in accordance with 3301-51-05 of the Operating Standards.

F. CHILD'S STATUS DURING DUE PROCESS PROCEEDINGS/CODE OF CONDUCT VIOLATIONS

(1) CHILD'S STATUS DURING DUE PROCESS PROCEEDINGS

The District ensures that a child remains in the current educational placement during the pendency of any administrative or judicial proceeding regarding a due process complaint, unless the state or the District and the parents of the child agree otherwise. If the state level review officer agrees with the child's parents that a change in placement is appropriate, that placement is treated as an agreement between the state and the parents.

If the complaint involves an application for initial admission to the District, the child, with the consent of the parents, is placed in the District until the completion of all proceedings.

If the complaint involves an application for services from a child who is transitioning from Part C to Part B, the District provides those special education and related services that are not in dispute, if the child is found eligible for special education and related services under Part B and the parent consents to the initial provision of special education and related services.

(2) DISCIPLINARY PROCEEDINGS

The District may consider any unique circumstances on a case-by-case basis when determining whether a change in placement, consistent with the other requirements of 3301-51-05 of the Operating Standards, is appropriate for a child with a disability who violates a code of student conduct.

(a) Changes in placement less than 10 consecutive school days

The District may remove a child with a disability who violates a code of student conduct from the child's current placement to an appropriate interim alternative educational setting, another setting, or suspension, for not more than 10 consecutive school days (to the extent those alternatives are applied to children without disabilities), and for additional removals of not more

than 10 consecutive school days in that same school year for separate incidents of misconduct (as long as those removals do not constitute a change of placement).

The District considers on a case-by-case basis whether a pattern of removals constitutes a change of placement. A change in placement occurs if:

(1) The removal is for more than 10 consecutive school days, **or**
(2) The child has been subjected to a series of removals that constitute a pattern:
 (a) Because the series of removals totals more than 10 school days in a school year;
 (b) Because the child's behavior is substantially similar to the child's behavior in previous incidents that resulted in the series of removals; and
 (c) Because of such additional factors as the length of each removal, the total amount of time the child has been removed and the proximity of the removals to one another.

(b) Services during removal from current placement

The District provides services to a child removed from the child's current placement as follows:

(1) If the child has been removed from the child's current placement for 10 school days or less in the school year, services are provided only to the extent that services are provided to a child without disabilities who is similarly removed;
(2) After a child with a disability has been removed from the child's current placement for 10 school days in the same year (under circumstances in which the current removal is for not more than 10 consecutive days and is **not** a change in placement), the District provides services, as determined by school personnel in consultation with at least one of the child's teachers, so as to enable the child to continue to participate in the general education curriculum, although in another setting, and to progress toward meeting the goals set out in the child's IEP;
(3) If the removal is a change in placement, the child's IEP team determines appropriate services; and
(4) If a child with a disability is removed from the child's current placement for either more than 10 consecutive days for behavior that is determined **not** to be a manifestation of the child's disability or under circumstances that constitute special circumstances, as defined below, the District ensures that the child:
 (a) Continues to receive educational services so as to enable the child to continue to participate in the general education curriculum, although in another setting, and to progress toward meeting the goals set out in the child's IEP; and
 (b) Receives, as appropriate, a functional behavioral assessment and behavioral intervention services and modifications that are designed to address the behavior violation so that it does not recur.

(c) Manifestation determination

Within 10 school days of any decision to change the placement of a child with a disability because of a violation of a code of student conduct, the school district, the parent and relevant members of the child's IEP team (as determined by the parent and the school district) must review all relevant information in the child's file, including the child's IEP, any teacher observations and any relevant information provided by the parents to determine if the conduct

was a manifestation of the child's disability. The District determines that the conduct is a manifestation of the child's disability:

(1) If the conduct in question was caused by, or had a direct and substantial relationship to, the child's disability; or
(2) If the conduct in question was the direct result of the school district's failure to implement the IEP.

If the District, parents and relevant members of the IEP team determine that the conduct in question was the direct result of the school district's failure to implement the IEP, the District takes immediate steps to remedy those deficiencies.

(1) If the conduct was a manifestation of the child's disability, the IEP team either:
 (a) Starts to conduct a functional behavioral assessment within 10 days of the manifestation determination and complete the assessment as soon as practicable, unless the school district had conducted a functional behavioral assessment before the behavior that resulted in the change of placement occurred, and implemented a behavioral intervention plan for the child; **or**
 (b) If a behavioral intervention plan already has been developed, within 10 days of the manifestation determination, reviews the behavioral intervention plan and the implementation of the plan, and modifies it, as necessary, to address the behavior subject to disciplinary action; **and**
(2) Returns the child to the placement from which the child was removed, unless the parent and the District agree to a change of placement as part of the modification of the behavioral intervention plan.

(d) Special circumstances.

The District may remove a child to an interim alternative educational setting for not more than 45 school days without regard to whether the behavior is determined to be a manifestation of the child's disability, if the child:

(1) Carries a weapon to or possesses a weapon at school, on school premises, or to or at a school function under the jurisdiction of ODE or a school district;
(2) Knowingly possesses or uses illegal drugs, or sells or solicits the sale of a controlled substance, while at school, on school premises, or at a school function under the jurisdiction of ODE or a school district; or
(3) Has inflicted serious bodily injury upon another person while at school, on school premises, or at a school function under the jurisdiction of ODE or a school district.

The District defines the terms controlled substance, weapon, illegal drug and serious bodily injury in accord with 3301-51-05(K)(20)(h)(i) of the Operating Standards.

On the date on which the decision is made to make a removal that constitutes a change of placement of a child with a disability because of a violation of a code of student conduct, the school district must notify the parents of that decision and provide the parents with the procedural safeguards notice described in Section B above.

(e) Expedited Due Process Hearing

The District or the parents may submit a due process complaint requesting an expedited due process hearing to appeal a decision made during disciplinary procedures.

(1) The District may request a an expedited due process hearing if it believes that maintaining the current placement of a child is substantially likely to result in injury to the child or to others.
(2) The parents may request an expedited due process hearing to appeal decisions regarding placement for disciplinary removals or the manifestation determination.

The District is responsible for conducting the expedited due process hearing utilizing the hearing officer appointed by ODE-OEC. The District follows the procedures that apply for other due process hearings except that the expedited due process hearing must occur within 20 school days after the date the due process complaint is filed and no extensions of time shall be granted. The hearing officer then must make a determination within 10 school days after the hearing. The District follows the expedited timelines and the procedures set forth in 3301-51-05(K)(22)(c)-(d) of the Operating Standards.

G. Transfer of Parental Rights at Age of Majority/Student Notification

Once a child reaches the age of majority, the District sends all required notices to both the student and parent, unless the student has been determined incompetent under state law. If a child with a disability is incarcerated in an adult or juvenile correctional institution, prior written notices are provided to both the parents and the student.

One year before the child's 18th birthday, the District notifies both the parents and the child of the parental rights that will transfer to the child upon reaching the age of majority (age 18) and provides the child with a copy of *Whose IDEA Is This?* The District documents this notice on the child's IEP PR-07 form.

Once the child turns 18, the District obtains informed written consent, as required by the Operating Standards, from the student, unless the student has been determined incompetent under state law.

H. Surrogate Parents

The District ensures that the rights of a child are protected when:

(1) No parent, as defined in 3301-51-01 of the Operating Standards, can be identified;
(2) The District, after making reasonable efforts, cannot locate a parent;
(3) The child is a ward of the state; or
(4) The child is an unaccompanied homeless youth as defined by 3301-51-05(E)(1)(d) of the Operating Standards.

One way in which the District protects the rights of such children is through the assignment of surrogate parents where appropriate. The District has a method for determining when a child needs a surrogate parent and for assigning a surrogate parent to the child, and complies with the requirements of 3301-51-05(E) of the Operating Standards regarding surrogate parents.

V. EVALUATION

The District ensures that initial evaluations are conducted and that reevaluations are completed for children residing within the District. The District uses a referral process to determine whether or not a child is a child with a disability. The District also provides interventions to assist a child who is performing below grade-level standards. The provision of intervention services is not used to unnecessarily delay a child's evaluation for purposes of determining eligibility for special education services.

A. INITIAL EVALUATION

1. TIMING AND INITIATION

The district conducts an evaluation before the initial provision of special education and related services. Either a parent of a child or a public agency may initiate a request for an initial evaluation to determine if the child is a child with a disability.

Within 30 days of receipt of a request for an evaluation, the District either obtains parental consent for an initial evaluation or provides to the parents prior written notice stating that the school district does not suspect a disability and will not be conducting an evaluation.

The initial evaluation:

(a) Is conducted within 60 days of receiving parental consent for the evaluation unless the exception set forth in 3301-51-06(B)(5) of the Operating Standards applies; and
(b) Consists of procedures:
 (i) To determine if the child is a child with a disability as defined in 3301-51-01(B)(10) of the Operating Standards; and
 (ii) To determine the educational needs of the child.

The district obtains parental consent before conducting an evaluation. See Chapter IV, Section C, regarding parental consent requirements.

The evaluation team consists of the IEP team and other qualified professionals.

2. THE EVALUATION PLAN AND EVALUATION TEAM REPORT

As part of the initial evaluation, if appropriate, and as part of any reevaluation, the evaluation team shall develop an evaluation plan that will provide for the following and be summarized in an evaluation team report:

(a) Review of existing evaluation data on the child, including:
 (i) Evaluations and information provided by the parents of the child;
 (ii) Current classroom-based, local or state assessments and classroom-based observations;
 (iii) Observations by teachers and related services providers;
 (iv) Data about the child's progress in the general curriculum, or, for the preschool-age child, data pertaining to the child's growth and development;

(v) Data from previous interventions, including:
(a) Interventions required by rule 3301-51-06 of the Operating Standards and
(b) For the preschool child, data from early intervention, community, or preschool program providers; and
(vi) Any relevant trend data beyond the past twelve months, including the review of current and previous IEPs; and

(b) On the basis of that review and input from the child's parents, identify what additional data, if any, are needed to determine:
(i) Whether the child is a child with a disability, as defined in 3301-51-01 of the Operating Standards, and the educational needs of the child;
(ii) In the case of a reevaluation of a child, whether the child continues to have such a disability and the educational needs of the child;
(iii) The present levels of academic achievement and related developmental needs of the child;
(iv) Whether the child needs special education and related services; or
(v) In the case of a reevaluation of a child, whether the child continues to need special education and related services; and
(vi) Whether any additions or modifications to the special education and related services are needed to enable the child to meet the measurable annual goals set out in the IEP of the child and to participate, as appropriate, in the general education curriculum.

The District administers such assessments and other evaluation measures as may be needed to produce the data identified above. The district provides prior written notice to the parents of a child with a disability that describes any evaluation procedures the school district proposes to conduct.

3. CONDUCT OF EVALUATION

In conducting the evaluation, the District:

(a) Uses a variety of assessment tools and strategies to gather relevant functional, developmental and academic information about the child, including information provided by the parent, that may assist in determining:
(i) Whether the child is a child with a disability as defined in 3301-51-01(B)(10) of the Operating Standards; and
(ii) The content of the child's IEP, including information related to enabling the child to be involved in and progress in the general education curriculum (or for a preschool child to participate in appropriate activities);

(b) Does not use any single measure or assessment as the sole criterion for determining whether a child is a child with a disability and for determining an appropriate educational program for the child; and

(c) Uses technically sound instruments that may assess the relative contribution of cognitive and behavioral factors, in addition to physical or developmental factors.

The District ensures that:

(a) Assessments and other evaluation materials used to assess a child:
 (i) Are selected and administered so as not to be discriminatory on a racial or cultural basis;
 (ii) Are provided and administered in the child's native language or other mode of communication and in the form most likely to yield accurate information about what the child knows and can do academically, developmentally and functionally, unless it is clearly not feasible to so provide or administer;
 (iii) Are used for the purposes for which the assessments or measures are valid and reliable;
 (iv) Are administered by trained and knowledgeable personnel; and
 (v) Are administered in accordance with any instructions provided by the producer of the assessments.

(b) Assessments and other evaluation materials include those tailored to assess specific areas of educational need and not merely those that are designed to provide a single general intelligence quotient.

(c) Assessments are selected and administered so as best to ensure that if an assessment is administered to a child with impaired sensory, manual or speaking skills, the assessment results accurately reflect the child's aptitude or achievement level or whatever other factors the test purports to measure rather than reflecting the child's impaired sensory, manual or speaking skills (unless those skills are the factors that the test purports to measure);

(d) A school age child is assessed in all areas related to the suspected disability, including, if appropriate, health, vision, hearing, social and emotional status, general intelligence, academic performance, communicative status and motor abilities;

(e) Preschool children are assessed in the following developmental areas: adaptive behavior, cognition, communication, hearing, vision, sensory/motor function, social-emotional functioning and behavioral function.

(f) Assessments of children with disabilities who transfer from one school district to another school district in the same school year are coordinated with the children's prior and subsequent schools, as necessary and as expeditiously as possible, consistent with 3301-51-06(B)(5)(b) and (B)(6) of the Operating Standards, to ensure prompt completion of the full evaluations.

(g) In evaluating each child with a disability under 3301-51-06(E)-(G) of the Operating Standards, the evaluation is sufficiently comprehensive to identify all of the child's special education and related services needs, whether or not commonly linked to the disability category in which the child has been classified.

(h) Assessment tools and strategies that provide relevant information that directly assists persons in determining the educational needs of the child are provided.

(i) Medical consultation shall be encouraged for a preschool or school-age child on a continuing basis, especially when school authorities feel that there has been a change in the child's behavior or educational functioning or when new symptoms are detected; and

(j) For preschool-age children, as appropriate, the evaluation shall include the following specialized assessments:

(i) Physical examination completed by a licensed doctor of medicine or doctor of osteopathy in cases where the disability is primarily the result of a congenital or acquired physical disability;
(ii) Vision examination conducted by an eye care specialist in cases where the disability is primarily the result of a visual impairment; and
(iii) An audiological examination completed by a certified or licensed audiologist in cases where the disability is primarily the result of a hearing impairment.

B. ELIGIBILITY DETERMINATION AND EVALUATION TEAM REPORT

1. COMPLETION OF THE EVALUATION TEAM REPORT

The following occurs upon completion of the administration of assessments and other evaluation measures:

(a) The IEP team and other qualified professionals and the parent of the child determines whether the child is a child with a disability, in accordance with the Operating Standards; and
(b) The District provides a copy of the evaluation report and the documentation of determination of eligibility at no cost to the parent.

The written evaluation team report shall include:

(a) A summary of the information obtained during the evaluation process; and
(b) The names, titles and signatures of each team member, including the parent, and an indication of whether or not they are in agreement with the eligibility determination. Any team member who is not in agreement with the team's determination of disability shall submit a statement of disagreement.

The District provides a copy of the evaluation team report and the documentation of determination of eligibility or continued eligibility to the parents prior to the next IEP meeting and in no case later than 14 days from the date of eligibility determination.

2. DETERMINATION OF ELIGIBILITY

A child is not determined to be a child with a disability:

(a) If the determinant factor for that determination is:
 (i) Lack of appropriate instruction in reading, including the essential components of reading instruction as defined in Section 1208(3) of the Elementary and Secondary Act of 1965, as amended and specified in the No Child Left Behind Act of 2002, January 2002, 20 U.S.C. 6301 (ESEA);
 (ii) Lack of appropriate instruction in math; or
 (iii)LEP; and
(b) If the child does not otherwise meet the eligibility criteria under 3301-51-01(B)(10) of the Operating Standards.

The district, in interpreting evaluation data for the purpose of determining if a child is a child with a disability, does the following:

(a) Draws upon information from a variety of sources, including aptitude and achievement tests, state and district wide assessments, parent input and teacher recommendations, as well as information about the child's physical condition, social or cultural background and adaptive behavior; and
(b) Ensures that information obtained from all of these sources is documented and carefully considered.

If a determination is made that a child has a disability and needs special education and related services, the District develops an IEP for the child.

C. REEVALUATIONS

The District conducts reevaluations of a child with a disability:
(a) If the District determines that the child's educational or related services needs, including improved academic achievement and functional performance, warrant a reevaluation; or
(b) If the child's parent or teacher requests a reevaluation; or
(c) When a child transitions from pre-school to school-aged services; or
(d) In order to make a change in disability category.

A reevaluation may not occur more than once a year, unless the parent and the District agree otherwise.

A reevaluation must occur at least once every three years, unless the parent and the District agree that a reevaluation is unnecessary.

The District evaluates a child with a disability before determining that child is no longer a child with a disability, although this evaluation is not required if the child's eligibility terminates due to graduation from secondary school with a regular diploma or due to exceeding the age eligibility for FAPE under state law. If a child's eligibility terminates for one of these reasons, the District provides the child with a summary of the child's academic achievement and functional performance, which shall include recommendations on how to assist the child in meeting the child's postsecondary goals.

D. IDENTIFYING CHILDREN WITH SPECIFIC LEARNING DISABILITIES (SLD)

The District has written procedures for the implementation of the evaluation process the District uses to determine the existence of a specific learning disability (SLD). In addition, the District uses the form required by ODE-OEC, Evaluation Team Report PR-06 and completes Part 3: Documentation for Determining the Existence of a Specific Learning Disability of PR-06 when the District suspects the child has a SLD.

(1) DETERMINING THE EXISTENCE OF A SPECIFIC LEARNING DISABILITY

The parents, the IEP team, and a group of qualified professionals from the District determine that a child has a SLD if:

(a) The child does not achieve adequately for the child's age or to meet state-approved grade-level standards in one or more of the following areas, when the District provides learning experiences and instruction appropriate for the child's age or state-approved grade-level standards:
 (i) Oral expression;
 (ii) Listening comprehension;
 (iii) Written expression;
 (iv) Basic reading skill;
 (v) Reading fluency skills;
 (vi) Reading comprehension;
 (vii) Mathematics calculation; or
 (viii) Mathematics problem-solving;

AND

(b) The child does not make sufficient progress to meet age or state-approved grade-level standards in one or more of the areas identified in number 1, above, when the District uses an evaluation process to determine the child's response to scientific, research-based intervention;

OR

(c) The child exhibits a pattern of strengths and weaknesses in performance, achievement, or both, relative to age, state-approved grade-level standards, or intellectual development, when the District uses appropriate assessments consistent with 3301-51-06(E) and (F) of the Operating Standards that the group has determined to be relevant to the identification of a SLD.

Alternatively, the District may choose a third method of evaluation, for determining if a child has a SLD. The District seeks prior approval from ODE-OEC if it chooses to use an alternative research-based assessment procedure to determine if a child has a SLD.

(2) USE OF AN EVALUATION PROCESS BASED ON THE CHILD'S RESPONSE TO SCIENTIFIC, RESEARCH-BASED INTERVENTION FOR SLD DETERMINATION

If the District uses an evaluation process based on the child's response to scientific, research-based intervention to determine whether a child has a SLD. The District ensures that this process:

(a) Begins when the District has gathered and analyzed sufficient data from scientifically-based instruction and targeted and intensive individualized interventions that provide evidence that the child's needs are unlikely to be met without certain specialized instruction, in addition to the regular classroom instruction;
(b) Employs interventions that are scientifically-based and provided at appropriate levels of intensity, frequency, duration and integrity, relative to the child's identified needs;

(c) Is based on results of scientifically-based, technically adequate assessment procedures that assess ongoing progress while the child is receiving scientifically-based instruction and the results of these procedures have been reported to the child's parents; and
(d) Includes the analysis of data described in 3301-51-06(H)(3)(b)(i) and (H)(3)(b)(ii) of the Operating Standards to determine whether a discrepancy is present between the child's actual and expected performance, in both the child's rate of progress in developing skills, and in the child's level of performance on measures assessing one or more of the academic areas listed in 3301-51-06(H)(3)(a)(i) of the Operating Standards

The District will not use this process to delay unnecessarily a child's referral for a comprehensive evaluation to determine eligibility for special education services.

(3) ADDITIONAL REQUIREMENTS FOR SLD DETERMINATION

The District ensures that the following additional requirements are satisfied when determining if a child has a SLD:

Inclusion of additional required group members for SLD determination

The group that determines that a child suspected of having a SLD is a child with a disability includes the child's parents and a group of qualified professionals consisting of, but not limited to:

(a) In the case of a school-age child, the child's regular teacher (or if the child does not have a regular teacher, the District includes a regular classroom teacher qualified to teach a child of the child's age);
(b) In the case of children less than school-age, an individual qualified by ODE to teach a child of the child's age; and

At least one person qualified to conduct individual diagnostic examinations of children, such as a school psychologist, speech-language pathologist or remedial reading teacher.

Observation requirements

The District ensures that the child is observed in the child's learning environment, including the regular classroom setting, to document the child's academic performance and behavior in the areas of difficulty. The group of qualified professionals identified by the District conducts the observation by:

(a) Using information from an observation of the child's performance conducted during routine classroom instruction, including monitoring of the child's performance during instruction, that was done before the child was referred for an evaluation; or
(b) Having at least one member of the group conduct an observation of the child's academic performance in the regular classroom after the child has been referred for an evaluation and parent consent has been obtained.

In the case of a child of less than school-age or a child who is out of school, the District ensures that a group member observes the child in an environment appropriate for a child of that age.

Ensuring the child's underachievement is not due to a lack of appropriate instruction in reading and math

In order to ensure that underachievement in a child suspected of having a SLD is not due to lack of appropriate instruction in reading or math, the District considers:

(a) Data demonstrating that prior to, or as part of, the referral process, the child received appropriate instruction in regular education settings delivered by qualified personnel; and
(b) Data-based documentation of repeated assessments of achievement at reasonable intervals, reflecting formal assessment of the child's progress during instruction, the results of which were provided to the child's parents.

Obtaining parental consent to evaluate

The District promptly requests parental consent to evaluate a child to determine if the child needs special education and related services:

(a) If prior to the referral, the child does not make adequate progress after an appropriate period of time when provided with appropriate instruction. To make this determination, the District considers:
 (i) Data demonstrating that prior to, or as part of, the referral process, the child received appropriate scientifically-based instruction in regular education settings delivered by qualified personnel; and
 (ii) Data-based documentation of repeated assessments of achievement at reasonable intervals, reflecting formal assessment of the child's progress during instruction, the results of which were provided to the child's parents; and
(b) Whenever a child is referred for an evaluation.

Consideration of exclusionary factors

When determining that a child has a SLD, the District ensures that the findings from the evaluation process are not primarily the result of:

(a) A visual, hearing, or motor disability;
(b) Mental retardation;
(c) Emotional disturbance;
(d) Cultural factors;
(e) Environmental or economic disadvantage; or
(f) LEP.

If the District determines that one of these factors is the primary reason for the child's suspected disability, the District does not identify the child as having a SLD.

VI. INDIVIDUALIZED EDUCATION PROGRAMS (IEPs)

The District ensures that an IEP is developed and implemented for each child with a disability, ages 3 through 21, inclusive, who requires special education and related services and who resides in the district. For all children with disabilities for whom our district is the district of residence, the District is responsible for ensuring that the requirements of 3301-51-07 of the Operating Standards are met regardless of which district, county board of MR/DD, or other educational agency implements the child's IEP.

The meeting to develop an IEP is conducted within 30 days of a decision that a child needs special education and related services.

The initial IEP is developed within whichever of the following time periods is the shortest:

(a) Within 30 calendar days of the determination that the child needs special education and related services;
(b) Within 90 days of receiving informed parental consent for an evaluation; or
(c) Within 120 calendar days of receiving a request for an evaluation from a parent or school district (unless the evaluation team has determined it does not suspect a disability).

The District ensures that the parents receive a copy of the child's IEP at no cost to the parents. The parents may receive a copy of the IEP either at the conclusion of the IEP meeting or within 30 calendar days of the date of the IEP meeting.

A. MEMBERS OF THE IEP TEAM

The IEP team includes:

(1) The child's parents;
(2) Not less than one of the child's regular education teachers, if the child is or may be participating in the regular education environment;
(3) Not less than one special education teacher of the child or, where appropriate, not less than one special education provider of the child;
(4) A representative of the school district who:
 a) Is qualified to provide, or supervise the provision of, specially designed instruction to meet the unique needs of children with disabilities;
 b) Knows the general education curriculum; and
 c) Knows about the availability of resources of the school district.
(5) Someone who can interpret the instructional implications of the evaluation results, who may be one of the team noted previously;
(6) At the discretion of the parents or the school district, other individuals who have knowledge or special expertise regarding the child, including related services personnel as appropriate; and
(7) The child, whenever appropriate. The child must be invited if a purpose of the meeting is the consideration of postsecondary goals for the child and the transition services needed to assist the child in reaching those goals.

A member of the IEP team, other than the parent and the child if appropriate, is not required to attend an IEP team meeting, in whole or in part, if the parent and the district agree, in writing, that the attendance of that member is not necessary because the member's area of the curriculum or related services is not being modified or discussed at the meeting or portion of the meeting.

B. PARENTAL PARTICIPATION

The District takes steps to ensure that one or both of the parents of a child with a disability are present at each IEP team meeting or are afforded the opportunity to participate, including:

(1) Notifying the parents of the meeting early enough to ensure that they will have an opportunity to attend; and
(2) Scheduling the meeting at a mutually-agreed upon time and place.

A Notice to a Parent Regarding an IEP meeting:

(1) Indicates the purpose, time and location of the meeting and who will be in attendance; and
(2) Informs the parents of the provisions of the Operating Standards regarding the participation of other individuals who have knowledge or special expertise about the child and the participation of the Part C service coordinator or other representatives of the part C system at the initial IEP team meeting for a child previously served under Part C. See 3301-51-07(J)(2)(a)(ii) of the Operating Standards.

Beginning no later than the first IEP to be in effect when the child turns 14, the Notice also:

(1) Indicates that a purpose of the meeting will be the development of a statement of the transition needs of the child; and
(2) Indicates that the District will invite the child.

Beginning no later than the first IEP to be in effect when the child turns 16, the Notice also:

(1) Indicates that a purpose of the meeting will be the consideration of the postsecondary goals and transition services for the child;
(2) Indicates that the school district will invite the child; and
(3) Identifies any other agency that will be invited to send a representative, if the parents consent.

The District conducts IEP team meetings without a parent in attendance only if it cannot convince parents that they should attend. Before an IEP team meeting is held without a parent, the District makes multiple attempts to contact a parent to arrange a mutually agreed on time and place, and records its attempts to do so.

C. CONTENTS OF AN IEP

The District uses ODE's required form, PR-O7, for its IEPs.

In developing each child's IEP, the IEP team considers:

(1) The strengths of the child;

(2) The concerns of the parents for enhancing the education of their child;
(3) The results of the initial or most recent evaluation of the child;
(4) The results of the child's performance on any state or district-wide assessment programs, as appropriate; and
(5) The academic, developmental and functional needs of the child.

Further, the IEP team considers the following special factors:
(1) In the case of a child whose behavior impedes the child's learning or that of others, the use of positive behavioral interventions and supports, and other strategies, to address that behavior;
(2) In the case of a child with LEP, the language needs of the child as those needs relate to the child's IEP;
(3) In the case of a child who is blind or visually impaired, the instruction of that child in accordance with the Operating Standards and section 3323.011 of the Revised Code;
(4) The communication needs of the child, including those of a child who is deaf or hard of hearing; and
(5) Whether the child needs assistive technology devices and services.

(1) CONTENTS OF EVERY IEP

The District's IEPs are written, and are developed, reviewed and revised in IEP meetings. The District's IEPs include all of the following:
(a) A statement that discusses the child's future and documents planning information;
(b) A statement of the child's present levels of academic and functional performance, including:
 (1) How the child's disability affects the child's involvement and progress in the general education curriculum (i.e., the same curriculum as for nondisabled children); or
 (2) For preschool children, as appropriate, how the disability affects the child's participation in appropriate activities;
(c) A statement of measurable annual goals, including academic and functional goals and benchmarks or short-term objectives designed to:
 (1) Meet the child's needs that result from the child's disability to enable the child to be involved in and make progress in the general education curriculum; and
 (2) Meet each of the child's other educational needs that result from the child's disability;
(d) A description of:
 (1) How the child's progress toward meeting the annual goals described in the IEP will be measured; and
 (2) When periodic reports on the progress the child is making toward meeting the annual goals will be provided;
(e) A statement of the special education and related services and supplementary aids and services, based on peer-reviewed research to the extent practicable, to be provided to the child, or on behalf of the child, and a statement of the program modifications or supports for school personnel that will be provided to enable the child:
 (1) To advance appropriately toward attaining the annual goals;

(2) To be involved in and make progress in the general education curriculum in accordance with the Operating Standards, and to participate in extracurricular and other nonacademic activities; and
(3) To be educated and participate with other children with disabilities and nondisabled children, as appropriate, in the activities described in 3301-51-07(H)(1)(e) of the Operating Standards;

(f) An explanation of the extent, if any, to which the child will not participate with nondisabled children in the regular classroom and in activities;
(g) A statement of any individual appropriate accommodations that are necessary to measure the academic achievement and functional performance of the child on state and districtwide assessments consistent with Section 612(a)(16) of the IDEA;
(h) If the IEP team determines that the child must take an alternate assessment instead of a particular regular state or districtwide assessment of student achievement, a statement of why:
(1) The child cannot participate in the regular assessment; and
(2) The particular alternate assessment selected is appropriate for the child; and
(i) The projected date for the beginning of the services and modifications described in the IEP and the anticipated frequency, location and duration of those services and modifications.

(2) TRANSITION SERVICES

The District's IEPs address transition services as follows:

(a) For children age 14 or over (or younger, if determined appropriate by the IEP team), the IEP includes a statement, updated annually, of the transition service needs of the child under the applicable components of the child's IEP that focuses on the child's courses of study (such as participation in advanced-placement courses or a vocational education program.); and
(b) Beginning not later than the first IEP to be in effect when the child turns 16 (or younger if determined appropriate by the IEP team), the IEP includes:
(1) Appropriate measurable postsecondary goals based upon age-appropriate transition assessments related to training, education, employment and, where appropriate, independent living skills; and
(2) The transition services (including courses of study) needed to assist the child in reaching those goals.

(3) TRANSFER OF RIGHTS AT AGE OF MAJORITY

Beginning not later than one year before the child reaches 18 years of age, the IEP includes a statement that the child has been informed of the child's rights under Part B of the IDEA that will transfer to the child on reaching the age of majority.

(4) NONACADEMIC SERVICES, PHYSICAL EDUCATION, EXTENDED SCHOOL YEAR AND TRANSPORTATION

If appropriate, the IEP includes the services to be provided in each of these areas.

D. REVIEW AND AMENDMENT OF AN IEP

The District ensures that the IEP team:

(1) Reviews the child's IEP periodically, but not less than annually, to determine whether the annual goals for the child are being achieved; and
(2) Revises the IEP, as appropriate, to address:
 (a) Any lack of expected progress toward the annual goals and in the general education curriculum;
 (b) The results of any reevaluation;
 (c) Information about the child provided to, or by, the parents as part of an evaluation or reevaluation;
 (d) The child's anticipated needs; or
 (e) Other matters; and
(3) Reconvenes if an agency, other than the school district, fails to provide the transition services described in the IEP.

Changes to the IEP may be made either at an IEP team meeting, or by a written document amending or modifying the IEP, if the parent of the child and the District agree not to convene an IEP team meeting for the purposes of making those changes. If the IEP is amended by written document, without a meeting of the IEP team, the District ensures that the IEP team is informed of the changes made. When an IEP is amended, the District sends a copy of the amended IEP to the parent within thirty days of the date the IEP was amended.

VII. LEAST RESTRICTIVE ENVIRONMENT (LRE)

The District ensures that, to the maximum extent appropriate, children with disabilities, including children in public or nonpublic institutions or other care facilities, are educated with children who are nondisabled. Placement of students with disabilities in special classes, separate schooling or other removal from the regular educational environment occurs only if the nature or severity of the disability is such that education in regular classes with the use of supplementary aids and services, modifications and/or accommodations cannot be achieved satisfactorily.

The District ensures that a continuum of alternative placements is available to meet the needs of children with disabilities for special education and related services in the least restrictive environment (LRE).

The District determines the placement of a child with a disability at least annually, and the placement is based on the child's IEP, and is as close as possible to the child's home.

Unless the IEP of a child with a disability requires some other arrangement, the child is educated in the school that the child would attend if nondisabled.

In selecting the LRE for a child with a disability, the IEP team considers any potential harmful effect on the child or on the quality of the services that the child needs.

A child with a disability is not removed from education in age-appropriate regular classrooms solely because of needed modifications in the general education curriculum.

VIII. PARENTALLY PLACED NONPUBLIC SCHOOL CHILDREN

A. CHILD FIND

(1) GENERALLY

The District locates, identifies and evaluates all children with disabilities who are enrolled by their parents in chartered and nonchartered nonpublic schools, including religious elementary and secondary schools located within the District's geographical boundaries.

The District consults with the nonpublic school representatives and representatives of parents of parentally placed nonpublic school children with disabilities regarding the child find process, including:

(a) How parentally placed nonpublic school children suspected of having a disability can participate equitably; and
(b) How parent, teachers and nonpublic school officials will be informed of the child find process.

After timely and meaningful consultation with representatives of nonpublic schools, the District carries out child find activities for parentally placed nonpublic school children, including children whose parents live out-of-state. These activities are similar to the child find activities the District conducts for its public school children and ensures an accurate count of children with disabilities. The District completes these activities in a time period comparable to that for children attending its public schools, including completing any evaluations within 60 days of receiving parental consent. See Chapter V, Section A(1).

The District follows all IDEA and FERPA confidentiality requirements when serving children with disabilities attending nonpublic schools located within the District's boundaries and obtains parental consent before releasing any personally identifiable information about a child to officials of the child's district of residence or the nonpublic school in which the child is enrolled.

The District conducts, either directly or through contract, a full and individual initial evaluation of any parentally placed nonpublic school child suspected of having a disability who is enrolled in a nonpublic school within the District's boundaries. The District obtains written parental consent before conducting an initial evaluation.

(a) If the parents of a parentally placed nonpublic school child do not provide consent or fail to respond to the District's request for consent to evaluate the child, the District may not use mediation or due process procedures to pursue the evaluation. The District does not have to consider this child as eligible for services.
(b) If the parents do not make clear their intent to keep their child enrolled in the nonpublic school, the District provides the parents of a child who is determined to be eligible for special education services written documentation stating that the child's school district of residence is responsible for making FAPE available to the child.

(c) The District sends a copy of this documentation to the child's district of residence, provided the District obtains written parental consent to release the information.

The District conducts reevaluations of parentally placed nonpublic school children with disabilities receiving special education and any related services to determine continued eligibility for services. The District conducts reevaluations no more than once a year, unless the parents and the District agree otherwise, and at least once every three years, unless the parents and the district agree that a reevaluation is unnecessary.

(2) AUTISM SCHOLARSHIP PROGRAM PARTICIPANTS

The District assumes responsibility for the initial evaluations and re-evaluations of children who reside in the District and desire to participate in the Autism Scholarship Program. The district where the nonpublic school is located conducts all reevaluations for children with disabilities participating in the Autism Scholarship Program. (See 3301-51-08(R)(1) of the Operating Standards). The District creates the IEP that is required for eligible children who reside within the District to participate in the Autism Scholarship Program.

B. CONSULTATION

The District consults with nonpublic school representatives and representatives of parents who have placed their children with disabilities in nonpublic schools in a timely and meaningful way during the design and development of special education and related services for the children regarding the following:

(1) CHILD FIND

See above requirements.

(2) PROPORTIONATE SHARE OF FUNDS

(a) The determination of the proportionate share of federal IDEA Part B funds available to serve parentally-placed nonpublic school children with disabilities;
(b) The determination of how the proportionate share of those funds was calculated; and
(c) Consideration of the number of children and their needs and location.

"Proportionate share" refers to the amount of federal IDEA Part B funds the District must expend to provide the group of parentally-placed nonpublic school children with disabilities with equitable participation in services funded with federal IDEA Part B funds. The District follows the formula in 3301-51-05(E)(1)–(4) of the Operating Standards to calculate the proportionate amount.

(3) CONSULTATION PROCESS

(a) How the consultation process will bring together District representatives, nonpublic school officials and representatives of parentally placed nonpublic school children with disabilities;

(b) How the process will take place throughout the school year to ensure that parentally-placed nonpublic school children with disabilities identified through the child find can meaningfully participate in special education and related services.

(4) PROVISION OF SPECIAL EDUCATION AND RELATED SERVICES

(a) How, where and by whom special education and related services will be provided;
(b) The types of services, including direct services and alternate service delivery mechanisms;
(c) How special education and related services will be apportioned if funds are insufficient to serve all parentally placed nonpublic school children; and
(d) How and when these decisions will be made.

(5) WRITTEN EXPLANATION BY THE SCHOOL DISTRICT

How the District will provide the nonpublic school officials a written explanation of the reasons why the District chose not to provide services directly or through a contract if the District disagrees with the views of the nonpublic school officials on the provision of services or the types of services.

The District obtains a written affirmation signed by representatives of the participating nonpublic schools that timely and meaningful consultation has occurred. If representatives of the participating nonpublic schools do not provide the affirmation within a reasonable period of time or choose not to participate under the proportionate share provisions of IDEA and engage in consultation, the District documents its consultation attempts and forwards the documentation to the ODE-OEC. If a nonpublic school located within the boundaries of the District chooses not to participate, the parents may contact the District to request services for the child.

C. RIGHTS TO SERVICES

The District is not required to pay for the cost of education, including special education and related services, of a child with a disability, enrolled at a nonpublic school or facility if:

(1) The child's district of residence made FAPE available to the child; and
(2) The parents elected to place the child in the nonpublic school.

The District includes these children and their needs in the population being considered when making decisions about services to be provided to parentally placed nonpublic school children with disabilities.

If the parents make clear their intention to keep their child with a disability enrolled in the nonpublic school, the child's district of residence does not need to develop an IEP for the child. If the child with a disability re-enrolls in the District, the District makes FAPE available.

D. EQUITABLE SERVICES DETERMINED

The District makes the final decisions about the services to be provided through a services plan to eligible parentally placed nonpublic school children with disabilities who are attending

nonpublic schools within the District's geographic boundaries. The District makes these decisions after consultation with nonpublic school representatives and parents of parentally placed nonpublic school children and through meetings to develop, review and revise services plans. A child with a disability attending a nonpublic school does not have an individual right to receive some or all of the special education and related services that the child would receive if enrolled in a public school.

E. EQUITABLE SERVICES PROVIDED

(1) THE SERVICES PLAN

(a) The District, whether or not it is the child's school district of residence, convenes the services plan meeting, conference call, or video conference for each eligible child who will receive special education and any related services for children who attend nonpublic schools located within the District's geographical boundaries.
(b) The District determines required participants at the services meeting.
(c) The District ensures that a nonpublic school representative participates in the development or revision of the services plan.
(d) The District conducts a meeting, conference call, or video conference at least annually to review and revise, if appropriate, each child's services plan.
(e) The District uses the ODE required Services Plan PR-09 form for individually developing a services plan for each participating child that describes the specific special education and related services that the District will provide to the child. Parentally placed nonpublic school children with disabilities may receive a different amount of services than children with disabilities enrolled in the District.

(2) PROVISION AND LOCATION OF SERVICES

(a) District personnel provide services to parentally placed nonpublic school children who attend nonpublic schools located within the District's geographical boundaries or the District provides services through a contract with an individual, association, agency, organization or other entity.
(b) The District ensures that special education and related services, including materials and equipment, provided to parentally placed nonpublic school children with disabilities are secular, neutral and non-ideological.
(c) The District, in consultation with the nonpublic school, will determine where services will be provided. Services may be provided on or off the premises of the nonpublic school. The District may provide services at the nonpublic school with the permission of that school.

(3) TRANSPORTATION

(a) The District provides transportation to parentally placed nonpublic school children with disabilities who attend nonpublic schools located within the District's geographical boundaries if the services being provided under IDEA are being delivered at a location other than the nonpublic school the child is attending. The District provides transportation:
 (1) From the child's nonpublic school or the child's home to the site other than the nonpublic school; and

(2) From the service site to the nonpublic school or to the child' home depending on the timing of the services;

(b) The District may include the cost of transportation to special education and related services that are being delivered at a location other than the nonpublic school in calculating whether it has met the requirements of spending a proportionate amount of federal funds that it receives to serve children with disabilities; and

(c) The District provides transportation to all children, with and without disabilities, who reside within the District and who are parentally placed in chartered nonpublic schools following the requirements in ORC 3327.01.

F. DUE PROCESS COMPLAINTS AND COMPLAINTS TO ODE

Due process rights do not apply to the provision of special education and related services the District has agreed to provide through a services plan. However, the parents of a child with a suspected disability, or a child identified as having a disability, who is enrolled in a nonpublic school, have the right to file a due process complaint against the District where the nonpublic school is located regarding that District's failure to meet the child find requirements, including location, identification, evaluation and reevaluation of the child.

If the District receives a due process complaint requesting a due process hearing from the parents of parentally placed nonpublic school child, the District follows the procedures that apply to other due process complaints.

The parents of a child with a disability, who has been unilaterally placed in a nonpublic school, have the right to file a formal written complaint with ODE-OEC regarding a number of different issues, which are listed in 3301-51-08(L)(3) of the Operating Standards.

APPENDIX A

When to Provide
Prior Written Notice, Informed Consent and Procedural Safeguards Notice (*Whose IDEA Is This?)*

Steps in the Special Education Process	Action Required		
	Notification or Informed Consent	**Prior Written Notice to Parents PR-01**	***Whose IDEA Is This?***
1. Procedural safeguards must be provided to the parents once a year			X
2. Procedural safeguards must be provided upon request of the parents			X
3. Initial referral for a suspected disability		X	X
4. Initial evaluation	Informed consent (Parent Consent for Evaluation PR-04 form)	X	
5. Eligibility determination		X	
6. IEP meeting	Notification (Parent Invitation to Meeting PR-02 form)	Provide after an IEP, if parents do not agree or do not attend the meeting	
7. Reevaluation with assessments conducted	Informed consent (Parent Consent for Evaluation PR-04 form)	Provide before, and after if parents do not agree or disability category changes	
8. Reevaluation without further assessments conducted	Notification	May use this form to notify before, and provide after, if parents do not agree or disability category changes	
9. No reevaluation conducted		X	
10. Transfers from out of state and out of district	Informed consent (Parent Consent for Evaluation PR-04 form) (If an evaluation is to be conducted)	Provide only after an IEP, if parents do not agree	If moved from out of state
11. Change of placement	Informed consent (IEP PR-07 form)	Provide only after an IEP, if parents do not agree	
12. Change in the type and amount of services		Provide only after an IEP, if parents do not agree	
13. Exit from special education	Notification (Summary of performance if graduating or aging out of special education)	X	
14. District refuses services requested by parents		X	
15. District proposes/refuses to change disability category		X	
16. Releasing personally identifiable information	Informed consent (written consent)		
17. Destruction of personally identifiable information	Notification prior to destruction		
18. Transfer of parental rights	Statement included in IEP PR-07 form		X
19. Upon receipt of the first due process complaint or upon receipt of first state complaint in school year			X
20. Disciplinary change in placement		X	X
21. Revocation of consent		X	

Prior Written Notice, Informed Consent and Procedural Safeguards Notice *(Whose IDEA Is This?)*

1. **Procedural safeguards must be provided to the parents once a year.**
 The school district must give a copy of the **procedural safeguards notice *(Whose IDEA Is This?)*** to the parents at least once a year, except as noted below:
 - Upon initial referral or the parents request for evaluation;
 - Upon request by the parents;
 - Upon receipt of the first due process complaint or state complaint in a school year; and
 - Upon a change in placement for disciplinary action.

2. **Procedural safeguards must be provided upon request of the parents.**
 The school district must give a copy of the **procedural safeguards notice *(Whose IDEA Is This?)*** to the parents whenever the parents request.

3. **Initial referral for a suspected disability**
 On the date of the referral, the district must provide the parents with a copy of the **procedural safeguards notice (*Whose IDEA Is This?).*** For a parental referral, the date of referral is the date that the district received either the verbal or written request from the parents to conduct an evaluation. For a district referral, the date of referral is the date that the screening or review team decided an evaluation should be conducted. See Evaluation – 6.2 Request and Referral for Initial Evaluation. Within 30 days of the date of initial referral by the parents for a suspected disability, the district must provide the **Prior Written Notice to Parents PR-01** form to the parents if the district does not suspect a disability.

4. **Initial evaluation**
 Within 30 days of the date of initial referral by the parents for a suspected disability, the district must provide the **Prior Written Notice PR-01** form to the parents and receive written, **informed consent** (**Parent Consent for Evaluation PR-04** form**)** from the parents prior to conducting any assessments as part of an initial evaluation. A description of any evaluation procedures the district proposes to conduct must also be provided to the parents. (If the notice relates to an action proposed by the district that also requires parental consent, the district may give notice at the same time it requires parental consent.)

5. **Eligibility determination**
 If the evaluation team determines that a child is not eligible for special education and related services the district will provide the parents the **Prior Written Notice to Parents PR-01** form once this determination is made. If the evaluation team determines that a child is eligible for special education and related services, see Item number 6, IEP Meeting.

6. **IEP Meeting**
 The district must use the required **Parent Invitation PR-02** form to notify and invite the parents to an IEP meeting. Districts must take steps to ensure that one or both parents are present at each IEP meeting or are afforded the opportunity to participate. This requires that the district:
 - Notify the parents of the IEP meeting early enough to ensure that they have an opportunity to attend; and
 - Schedule the meeting at a mutually agreed upon time and place.

 A district must provide the **Prior Written Notice to Parents PR-01** form after an IEP meeting, if the parents do not agree with the IEP or any portion of the IEP or do not attend the meeting.

A district must provide **prior written notice** to the parents and receive **written, informed consent** from the parents before the initial placement of a child in special education. The **IEP PR-07** form serves as prior written notice unless the parents disagree with the IEP. Written informed consent to initiate special education and related services is provided through the parents' signature on the IEP form.

7. Reevaluation with assessments conducted

A district must provide the **Prior Written Notice to Parents PR-01** form and obtain **informed parental consent (Parent Consent for Evaluation PR-05** form**)** before conducting any tests or assessments as part of a reevaluation of a child with disabilities, unless the district has provided notice and the parents have failed to respond to reasonable attempts to obtain consent.

The district must provide the **Prior Written Notice to Parents PR-01** form after the reevaluation is completed, if the parents disagree with the reevaluation or the reevaluation results in a change in the child's disability category.

8. Reevaluation without further assessments conducted

If the evaluation team determines that no additional data are needed to determine that the child continues to be a child with a disability and to determine the child's educational needs, the evaluation team must notify the child's parents. The notification that no further assessments are necessary must include:

- The team's determination and the reasons for the determination; and
- The parents' right to request an assessment to determine whether the child continues to be a child with a disability and to determine the child's educational needs.

The **Prior Written Notice to Parents PR-01** form may be used for this notification as long as it includes the information listed directly above.

The district must provide the **Prior Written Notice to Parents PR-01** form after the reevaluation is completed, if the parents disagree with the reevaluation or the reevaluation results in a change in the child's disability category.

9. No reevaluation conducted

If the IEP team, including the parents, agrees that a reevaluation of a child is unnecessary, the district must provide the **Prior Written Notice to Parents PR-01** form.

10. Transfers from out of state and out of district

Upon the enrollment of a child with an existing IEP from another district or state, the district must convene the IEP team and determine if the team will accept the existing IEP or change the existing IEP. IIf the parents disagree with the IEP team on the IEP that will be implemented by the district, the **Prior Written Notice to Parents PR-01** form must be provided to the parents. See IEP – 7.1 General.

Transfers from out of state

If the child moved into the district from another state, the district must provide the parents with a copy of the **procedural safeguards notice (*Whose IDEA Is This?).***

If the district determines that a new evaluation is necessary for a child who transfers from out of state, the evaluation is considered an initial evaluation and the district must provide the **Prior Written Notice to Parents PR-01** form and obtain written parental consent (**Parent Consent for Evaluation PR-05** form). See Evaluation – 6.2 Request and Referral for Initial Evaluation.

Transfers from out of district
If the child transfers into the district from another district in the state, the district provides the parents with a copy of the **procedural safeguards notice** (***Whose IDEA Is This?)*** if the sending school district had not provided the parents with a copy during the current school year.

If the IEP team refers a child who transfers from another district in the state for additional evaluation, the evaluation is considered to be a reevaluation. The district must provide the **Prior Written Notice to the Parents PR-01** form and obtain written parental consent (**Parent Consent for Evaluation PR-05** form). See Evaluation – 6.5 Reevaluation.

11. Change of placement
The district must provide the **Prior Written Notice to Parents PR-01** form after an IEP meeting, if the parents do not agree with the IEP team's proposed change of placement on the continuum of alternative placement options. The district may not change the child's placement until the parents consent to the proposed change of placement.

12. Change in the type and amount of services
The district must provide the **Prior Written Notice to Parents PR-01 form** after an IEP meeting, if the parents do not agree with the changes in the types and amount of services being proposed. The district may then proceed to implement the IEP.

13. Exit from special education
The district must provide the **Prior Written Notice to Parents PR-01** form whenever a child exits special education. In addition, for a child whose eligibility for special education terminates because the child is graduating with a regular diploma or exceeding the age eligibility for special education, the school district must provide the child with a **summary of the child's academic achievement and functional performance**, which shall include recommendations on how to assist the child in meeting the child's postsecondary goals.

14. District refuses services requested by parents
The district must provide the **Prior Written Notice to Parents PR-01** form to the parents any time the district refuses the request of the parents to provide special education and related services to the child.

15. District proposes/refuses to change disability category
The district must provide the **Prior Written Notice to Parents PR-01** form to the parents any time the district proposes or refuses to change the child's disability category. The ETR and the documentation of eligibility can be considered a prior written notice if all the elements required in a prior written notice are present in the ETR and determination of eligibility.

16. Releasing personally identifiable information
The district must obtain **written parental consent** prior to releasing any personally identifiable information about the child to any person or agency not entitled by law to see it, and to a representative of any participating agency that is likely to be responsible for providing or paying for transition services.

17. Destruction of personally identifiable information
The school district must inform the parents when personally identifiable information collected, maintained and used is no longer needed to provide educational services to the child. The information must be destroyed at the request of the parents. However, a permanent record of a child's name, address, telephone number, grades, attendance record, classes attended, grade level completed and year completed shall be maintained without time limitation. This **notification may be in writing or provided verbally**. If provided verbally, the school district should document this notification in the child's education record.

18. Transfer of parental rights

One year before the child's 18th birthday, the district must notify both the child and the parents of the parental rights, under Part B, that will transfer to the child upon reaching the age of majority. The district also must provide the child with a copy of the **procedural safeguards notice (*Whose IDEA Is This?)*.** This notification is documented on the child's **IEP PR-07** form.

19. Upon receipt of the first due process complaint or upon receipt of the first state complaint in the school year

The school district must give the parents a copy of the **procedural safeguards notice (*Whose IDEA Is This?)*** upon receipt of the parents' first due process request. The Ohio Department of Education, Office for Exceptional Children gives the parents a copy of the **procedural safeguards (*Whose IDEA Is This?)*** upon the parents' filing of the first state complaint within the school year.

20. Disciplinary change in placement

Whenever a change of placement occurs due to disciplinary action, a copy of the **procedural safeguards notice *(Whose IDEA Is This?)*** and **Prior Written Notice PR-01** form must be provided.

21. Revocation of consent (must be in writing)

The district must provide the **Prior Written Notice to Parents PR-01** form if the parents of a child with a disability revoke consent in writing for the continued provision of all special education and related services. This notice must include:

- A summary of all of the supports and services the child will no longer receive, and any change in educational placement that will occur as a result of the revocation of consent.

- Statements that once the revocation takes effect, the district will not be considered to be in violation of its requirement to make FAPE available, is not required to convene an IEP meeting or develop an IEP, is not required to conduct a three year reevaluation, is not required to offer the child the discipline protections available under IDEA and is not required to amend the child's education records to remove any reference to the child's receipt of special education and related services.

- A statement that by revoking consent for special education and related services for the child, the parent is not waiving the right to request an initial evaluation or to receive services in the future.

Test Security Policy

So that the measurement accuracy of our students' achievement is not compromised, test security for all tests is of extreme importance. Accordingly, security measures are to be followed, as set forth below.

- The Administrator/Principal is responsible for all test security during the entire time such tests are in their possession (from the moment materials are received by the School until after the testing is completed and they are shipped back to the appropriate provider).

- The Administrator/Principal is responsible for all correspondence/materials received concerning all formal tests.

- Upon receipt at the School, the Administrator/Principal shall be the only person to open all tests.

- It shall be the Administrator's/Principal's responsibility to check received tests to ensure they are correct in number and form.

- At no time shall any test materials be left unattended or unsecured.

- All testing materials shall be secured in a dedicated, locked storage cabinet that is only accessible to the Administrator/Principal or a designee. Except when tests are being distributed, used, and/or collected, they are to remain secured or attended at all times.

- The Administrator/Principal shall develop a list of all persons designated as Test Proctors and the number of test copies each Test Proctor is to be given.

- For each testing location and session, the Test Proctors shall develop, monitor, and implement a sign in/out system, which shall include, where applicable, the code numbers of each test distributed, as well as the signature of the person taking/returning the tests.

- All Test Proctors shall abide by the test publishers designed testing procedures and will not participate in the reproduction of any tests or procedures, or distribute such materials to any person other than the appropriate person(s) at the time of testing.

- Each Test Proctor is responsible for ensuring that all test security provisions are met while each test administration session is in progress. He/she must account for all test materials received from the Administrator/Principal. Each day at the end of the testing session, each Test Proctor will return all test materials to a secured location.

- Only the Administrator/Principal or authorized personnel may be present in the testing room while the tests are being administered.

- Any suspected test security violations, including, but not limited to cheating or missing test materials, shall be reported to the Administrator/Principal immediately upon discovery.

- Within ten (10) school days of the conclusion of the Administrator's/Principal's investigation of a possible violation, he/she shall notify the proper authorities at the Department of Education if a violation has, in fact, been found or remains unresolved.

- If circumstances warrant that the Department of Education needs to assign an investigator to hold a hearing regarding any alleged breach, a school representative shall be present at any and all such hearings. It is imperative that all employees shall testify honestly and openly.

- If the result of the investigation reveals cheating or wrong-doing by a staff member, it shall be grounds for termination.

- In addition to the above policy guidelines, all Department of Education guidelines for test security shall be followed.

Student Records Policy

Life Skills Center will allow access to records in accordance with the Family Educational Rights and Privacy Act (FERPA) of 1974 as pertaining to release of records. In compliance with FERPA, parents have the right to inspect student records. Parents are required to submit their request to inspect student records in writing to the Administrator to allow him/her to schedule a reasonable and appropriate time and date for the parent to review the record. Records will be provided for parental inspection only under the direct supervision of Administrator or his/her designee. The Life Skills Center must comply with the parent's request for inspection within forty-five (45) days. Copies of records only will be provided as required under FERPA.

Parents have the right to request corrections to student records. Requests for corrections must be submitted in writing to the Administrator in a letter that includes the basis for such correction. Parents have the right to a response to reasonable requests for explanations and interpretations of the records. Parents also have a right to obtain copies of the records or make other arrangements where circumstances would effectively prevent the parent or student from exercising the right to inspect.

Parents and students eighteen or older (or a former student eighteen or older) have the right to request a school to amend information contained in the student's records that is deemed inaccurate, misleading, or violation of the student's privacy or other rights.

1. Parents and students eighteen and older must submit requests for correction in writing to the Administrator in a letter that includes the basis for such correction.
2. The Administrator must respond to the request in writing or in person within fourteen (14) days of receipt as to whether or not the school will comply with the request.
3. If the school refuses to amend the record, it must inform the requesting parent or student and advise him/her of the right to a hearing.
4. The parent or student can then request a hearing in writing to the Chairperson of the Board of Directors.
5. The Chairperson responds to the hearing requests in writing within thirty (30) days.
6. Hearings will be scheduled for the Board meeting that immediately follows the date of the Chairperson's response and the requesting parent or student must be given notice of the date, place, and time of the hearing.
7. Regardless of the decision whether or not to change the record, the decision must be put in writing and must include a summary of the evidence presented and reasons for decision.
8. If the school determines that the record in question should be amended, the school must do so and notify the parent or student in writing.
9. If the school determines that the record in question should not be amended, the school must inform the parent or student of the right to place in the student's records a statement commenting upon the challenged information and/or setting forth any reasons for disagreeing with the school's decision.

Parents have the right to file a complaint with the Department of Education if they think the school is not complying with the federal laws or regulations regarding student records.

Non-Custodial Parent Records Access and Release

The Life Skills Center will only give access to or release records to parents who have a legal right to the records of their child. If a parent has ever been to court for custody, those court documents must be on file with the school. Both custodial and non-custodial parents have equal access to the following unless there is a court order to the contrary:

- Cumulative file (including the Enrollment file, Academic file, Vocational file, Title One file, and Graduation file);
- Health records;
- Psychological records;
- Parent conferences and lab observations.

Only the custodial parent can have access to Due Process where the child is classified as being handicapped and only the custodial parent can make decisions about the child.

Students over the age of eighteen (18) may deny the disclosure of school records to parents or guardians.

The stepparent does not have access to the stepchild's records unless the stepparent has adopted the child, the natural parent has given power of attorney, or the natural parent himself/herself shows the record to the stepparent.

Internet Safety Policy

The use of technology is a privilege and an important part of the School's overall curriculum. The School will, from time to time, make determinations on whether specific uses of technology are consistent with School policies for students and employees of the School but does not warrant that the technology resources will meet any specific requirements of the student or other users, or that it will be error free or uninterrupted. The School always reserves the right to monitor and log technology use, to monitor file server space utilization by users, and examine specific network usage (as may be deemed necessary) for maintenance, safety or security of the technology resources or the safety of the user.

It is the policy of the School to: (a) prevent user access over its computer network to, or transmission of, inappropriate material via Internet, electronic mail, or other forms of direct electronic communications; (b) prevent unauthorized access and other unlawful online activity and damage to school resources; (c) prevent unauthorized online disclosure, use, or dissemination of personal identification information of minors; and (d) comply with the Children's Internet Protection Act (CIPA) [Publ. L. No. 106-554 and 47 USC 254(h)].

Access to Inappropriate Material

To the extent practicable, technology protection measures (or "Internet filters") are used to block or filter Internet access to, or other forms of electronic communications containing, inappropriate information. Filtering, or blocking, is applied to visual depictions of material deemed obscene, child pornography, or to any material deemed harmful to minors, as defined by the Children's Internet Protection Act. The filter serves to block minors from accessing inappropriate matter on the Internet and the World Wide Web.

The technology protection measures may be disabled only for bona fide research or other lawful purposes. Disabling technology protection shall only be performed by a member of the White Hat Management Information Technology Team or its designated representatives.

Additionally, it shall be the responsibility of all members of the staff to supervise and monitor usage of the online computer network and access to the Internet and ensure that the same is in accordance with this policy. By using the filter program as well as staff monitoring student use, the School is attempting to provide a safe and secure medium by which students can use the Internet, World Wide Web, electronic mail, chat rooms and other forms of direct electronic communications.

To the extent reasonable, steps are taken to promote the safety and security of users of the School online computer network. Other inappropriate network usage that the School intends to eliminate includes:

- Unauthorized access, including so-called 'hacking,' and other unlawful

activities; and
- Unauthorized disclosure, use, and dissemination of personal identification information regarding minors.

By signing the Parent/Student Contract Page at the end of the Parent/Student Handbook, the parent and student agree:

- To abide by all School policies relating to the use of technology;
- To release all School employees from any and all claims of any nature arising from the use or inability to use the technology;
- That the use of technology is a privilege; and
- That use of the technology will be monitored and there is no expectation of privacy whatsoever in any use of the technology.

The parent/student further agrees and understands that the user may have his/her privileges revoked or other disciplinary actions taken against them for actions and/or misuse such as, but not limited to, the following:

- Altering system technology, including but not limited to, software or hardware;
- Placing unauthorized information, computer viruses or harmful programs on or through the computer system in either public or private files or messages;
- Obtaining, viewing, downloading, transmitting, disseminating or otherwise gaining access to or disclosing materials the School believes may be unlawful, obscene, pornographic, abusive, or otherwise objectionable.
- Using technology resources for commercial, political, or other unauthorized purposes since the School technology resources are intended only for educational use;
- Intentionally seeking information on, obtaining copies of, or modifying files, other data, or passwords belonging to other users;
- Disrupting technology through abuse of the technology, including but not limited to, hardware or software;
- Malicious uses of technology through hate mail, harassment, profanity, vulgar statements, or discriminating remarks;
- Interfering with others' use of technology;
- Installation of software without consent of the School;
- Allowing anyone else to use an account other than the account holder; and
- Other unlawful or inappropriate behavior;

The user also acknowledges and agrees that he/she is solely responsible for the use of his/her accounts, passwords, and/or access privileges, and that misuse of such may result in appropriate disciplinary actions (including but not limited to suspension or expulsion), loss of access privileges, and/or appropriate legal action.

The user must also know and further agrees that:

- Should the user transfer a file, shareware, or software that infects the

technology resources with a virus and causes damage, the user will be liable for any and all repair costs;

- The user will be liable to pay the cost or fee of any file, shareware, or software transferred or downloaded, whether intentional or accidental;
- Should the user intentionally destroy information or equipment that causes damage to technology resources, the user(s) will be liable for any and all costs; and
- Violation of this Internet Safety Policy is also a violation of the School Code of Conduct and may result in any in other scholastic disciplinary action, other than those specifically set forth above, including but not limited to suspension or expulsion.

Definitions

CIPA defines the above referenced terms as follows: A minor is anyone under the age of 17.

"Technology Protection Measure" means a specific technology that blocks or filters Internet access to visual depictions that are:

1. Obscene, as that term is defined in section 1460 of title 18, United States Code;
2. Child Pornography, as that term is defined in section 1226 of title 18, United States Code; or
3. "Harmful to minors" means any picture, image, graphic image file or other visual depiction that:
 a) Taken as a whole and with respect to minors, appeals to a prurient interest in nudity, sex or excretion;
 b) Depicts, describes, or represents, in a patently offensive way with respect to what is suitable for minors, an actual or simulated sexual act or sexual contact, actual or simulated normal or perverted sexual acts, or a lewd exhibition of the genitals; and
 c) Taken as a whole, lacks serious literary, artistic, political, or scientific value as to minors.

"Sexual act" and "sexual contact" have the meanings given such terms in section 2246 of title 18, United States Code.

Patriotic Ceremonies and Observances

At the discretion of the School Administrator, a moment of silence may be provided each school day for prayer, reflection, or meditation upon a moral, philosophical, or patriotic theme. However, under no circumstances shall students be compelled to participate.

The flag of the United States shall be raised above each school and/or at other appropriate places during all school sessions, weather permitting. The flag shall be raised before the opening of school and taken down at its close every day.

Furthermore, the Board requires that an observance be scheduled each year on or about Veterans Day to convey the meaning and significance of that day to all students and staff.

Staff members are authorized to lead students in the Pledge of Allegiance at an appropriate time each school day. However, no student shall be compelled/required to participate in the recitation of the Pledge. Additionally, the Board prohibits the intimidation of any student by other students or staff for the purposes of coercing participation. The Administrator shall develop administrative guidelines which ensure that any staff member who conducts this activity does it at an appropriate time, in an appropriate manner, and with due regard to the need to protect the rights and the privacy of a nonparticipating student.

R.C. 3313.602, 3313.80

20 U.S.C. 4071 et seq.

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Safe School Policy

Anti-Harassment, Anti-Intimidation, Anti-Bullying, Anti-Gang,
Drug-Free and Weapon-Free School

The Board of Directors of Life Skills Center of Summit (the "Life Skills Center") prohibits violence including harassment, intimidation, bullying or any gang related activity. The Life Skills Center is a drug-free and weapon-free school, and does not tolerate the above-mentioned behavior whether in the classroom, on school property, or at school-sponsored events, as it is expressly forbidden.

Anti-Harassment, Anti-Intimidation, and Anti-Bullying

Harassing, Intimidation, or Bullying behavior is strictly prohibited, and students who are determined to have engaged in such behavior are subject to disciplinary action, which may include counseling, suspension, or expulsion from school. The school's commitment to address Harassing, Intimidating, and Bullying, however, involves a multi-faceted approach, which includes education and the promotion of a school atmosphere in which this behavior will not be tolerated by students, faculty or school personnel.

It is imperative that Harassing, Intimidating, and Bullying be identified only when the specific elements of the definition are met, because the designation of conduct of such behavior carries with it special statutory obligations. Any misconduct by one student against another student, whether or not appropriately defined as Harassment, Intimidation, or Bullying will result in appropriate disciplinary consequences for the perpetrator.

I. Definition of Terms:

1. "Harassment, intimidation, or bullying" means either of the following:
 A. Any intentional written, verbal, or physical act that a student has exhibited toward another particular student more than once and the behavior both:
 1. Causes mental or physical harm to the other student;
 2. Is sufficiently severe, persistent, or pervasive that it creates an intimidating, threatening, or abusive educational environment for the other student.

Or

 B. Violence within a dating relationship.

 C. Such behavior may include any written, electronically-transmitted, verbal or physical act taking place on school grounds, at any school-sponsored activity, or on school-provided transportation.

In accordance with this definition, the following factors should be considered before identifying conduct by a student or group of students as Harassment, Intimidation, or Bullying in violation of Board Policy. The determination that conduct does not constitute Harassment, Intimidation, or Bullying under Board Policy, however, does not restrict the right of the School Leader to impose appropriate disciplinary consequences for the student misconduct.

- Location. Harassment, Intimidation, or Bullying behavior in violation of Board Policy must occur to and from school, on school grounds, at school-sponsored activities or sanctioned events, or in school vehicles. Conduct that occurs away from these places is not Harassment, Intimidation, or Bullying under this Policy. Cyber-Bullying, which is addressed below, may occur at locations away from those mentioned above, but is covered by this Policy and is strictly forbidden by the Life Skills Center.

- Ridicule, Humiliation, and/or Intimidation. Harassment, Intimidation, or Bullying behavior is marked by the intent to ridicule, humiliate, or intimidate the victim. In evaluating whether conduct constitutes this behavior, special attention should be paid to the words chosen or actions taken, whether such conduct occurred in front of others or was communicated to others, how the perpetrator interacted with the victim, and the motivation, either admitted or appropriately inferred, of the perpetrator.

2. "Harassment, intimidation, or bullying" also means electronically committed acts (*i.e.*, acts conducted using electronic or wireless communication devices) that a student has exhibited toward another particular student more than once and the behavior both:

 A. Causes mental or physical harm to another particular student; and

 B. Is sufficiently severe, persistent, or pervasive that it creates an intimidating, threatening, or abusive educational environment for the other student.

 C. Constitutes violence within a dating relationship.

3. A "school-sponsored activity" means any activity conducted on or off school property (including school buses and other school-related vehicles) that is sponsored, recognized or authorized by the School Leader, the Board of Directors or the Ohio Department of Education.

4. "Harassment, intimidation, or bullying" will not mean any action that would constitute protected free expression under the First Amendment to the Constitution of the United States.

II. Types of Conduct

Harassment, Intimidation or Bullying can take many forms and can include many different behaviors having an overt intent to ridicule, humiliate or intimidate another student. Examples of conduct can include, but is not limited to, the following behavior, overt acts, and/or circumstances:

1. Verbal, nonverbal, physical or written harassment, bullying, hazing or other victimization that has the purpose or effect of causing injury, discomfort, fear or suffering to the victim;

2. Repeated remarks of a demeaning nature that have the purpose or effect of causing injury, discomfort, fear or suffering to the victim;

3. Unreasonable interference with a student's performance or creation of an intimidating, offensive or hostile learning environment;

4. Physical violence or attacks or both;

5. Threats, taunts and intimidation through words or gestures or both;

6. Extortion, damage or stealing of money, property or personal possessions;

7. Exclusion from the peer group or spreading rumors;

8. Harassment, intimidation or bullying can also include repetitive and hostile behavior with the intent to harm others through the use of information and communication technologies and other web-based/online sites (also known as "cyber bullying"), such as the following:

 - Posting slurs on websites where students congregate or on web-logs (personal online journals or diaries);

 - Sending abusive or threatening instant messages;

 - Using camera phones to take embarrassing photographs of students and posting them online;

 - Using websites to circulate gossip and rumors to other students;

 - Excluding others from an online group by falsely reporting them for inappropriate language to internet service providers.

III. Complaint Process – Reporting Prohibited Incidents

1. The complaint process for the Safe School Policy will follow the guidelines established under Life Skills Center's Complaint Policy and Procedure. In addition, the following information provides further guidance with regards to complaint procedures for violations or suspected violations of the Safe School Policy:

 A. Written and Oral Complaints

 1. Life Skills Center requires the School Leader or his/her designee to be responsible for receiving complaints alleging violations of this Policy. Students, parents or guardians may file written complaints of suspected harassment, intimidation, or bullying with any school staff member or administrator. A teacher or other school staff member who receives a written complaint will promptly forward it (no later than the next school day) to the School Leader or his/her designee for review and action.

 2. Oral complaints will also be considered official complaints. Students, parents or guardians, and school personnel may make oral complaints of conduct that they consider to be harassment, intimidation, or bullying by verbally reporting to a teacher, school administrator, or other school personnel. A teacher or other school staff member who receives an oral complaint will promptly document the complaint in writing, and will promptly forward it (no later than the next school day) to the School Leader for review and action.

 B. Both written and oral complaints will be reasonably specific as to the actions giving rise to the suspicion of harassment, intimidation, and/or bullying, including person(s) involved, number of times and places of the alleged conduct, the target of the prohibited behavior(s), and the names of any potential student or staff witness.

 C. Anonymous Complaints

 1. Students who make oral complaints as set forth above may request that their name be maintained in confidence by the school staff member(s) and administrator(s) who receive the complaint.

2. The anonymous complaints will be reviewed and reasonable action will be taken to address the situation, to the extent such action may be taken that (1) does not disclose the source of the complaint; and (2) is consistent with the due process rights of the student(s) alleged to have committed acts of harassment, intimidation and/or bullying.

IV. School Personnel Reporting Responsibilities

1. Teachers and Other School Staff Responsibilities

 A. Teachers and other school staff, who witness acts of harassment, intimidation or bullying, as defined above, will promptly notify the School Leader or his/her designee of the event observed by filing a written incident report concerning the events witnessed.

 B. In addition to addressing both informal and formal complaints, school personnel are encouraged to address the issue of harassment, intimidation or bullying in other interactions with students. School personnel may find opportunities to educate students about harassment, intimidation and bullying and help eliminate such prohibited behaviors through class discussions, counseling, and reinforcement of socially appropriate behavior.

 C. School personnel should intervene promptly where they observe student conduct that has the purpose or effect of ridiculing, humiliating, or intimidating another student/school personnel, even if such conduct does not meet the formal definition of "harassment, intimidation, or bullying."

V. Notification to Parents/Guardians

1. If after investigation, acts of harassment, intimidation or bullying by a specific student are verified, the School Leader or his/her designee will notify, in writing, the parent or guardian of the perpetrator of that finding. If disciplinary consequences are imposed against such a student, a description of such discipline will be included in such notification.

2. If after investigation, acts of harassment, intimidation or bullying against a specific student are verified, the School Leader or his/her designee will notify the parent or guardian of the victim of such findings. In providing such notification, care must be taken to respect the statutory privacy right, including those set forth in the R.C. § 3319.321 and the Family Educational Rights and Privacy Act of 1974, 88 Stat. 571, 20 U.S.C. 1232q of the perpetrator of such harassment, intimidation and bullying.

3. To the extent permitted by State and Federal privacy laws, parents or guardians of any student involved in a prohibited incident may have access to any written reports pertaining to the prohibited incident.

VI. Investigation and Documentation of Prohibited Incident

1. Life Skills Center requires the School Leader or his/her designee to be responsible for determining whether an alleged act constitutes a violation of this Policy. In so doing, the School Leader or his/her designee will conduct a prompt and thorough investigation of all written and oral complaints of suspected harassment, intimidation, or bullying. A written report of the investigation will be prepared when the investigation is complete. Such report will include findings of fact and a determination of whether acts of harassment, intimidation, or bullying were verified. When prohibited acts are verified, a recommendation for intervention, including disciplinary action will be provided. Where appropriate, written witness statements will be attached to the report.

2. When a student making an informal complaint has requested anonymity, the investigation of such complaint will be limited as is appropriate in view of the anonymity of the complaint. Such limitation of investigation may include restricting action to a simple review of the complaint (with or without discussing it with the alleged perpetrator), subject to receipt of further information and/or the withdrawal by the complaining student of the condition that his/her report be anonymous.

VII. Intervention Strategies to Protect Victims

1. When responding to verified acts of harassment, intimidation, or bullying, Life Skills Center will consider potential strategies to protect victims from additional harassment, intimidation, or bullying, and from retaliation following a report. Potential strategies include:

 A. Supervising and disciplining offending students fairly and consistently;

 B. Providing adult supervision during breaks, lunch time, bathroom breaks and in the hallways during times of transition;

 C. Maintaining contact with parents and guardians of all involved parties;

 D. Providing counseling for the victim if assessed that it is needed;

 E. Informing school personnel of the incident and instructing them to monitor the victim and the offending party for indications of

harassing, intimidating, and bullying behavior; instructing personnel to intervene when prohibited behaviors are witnessed;

F. Checking with the victim regularly to ensure that there have been no incidents of harassment/intimidation/bullying or retaliation from the offender(s).

VIII. Disciplinary Procedure

1. Verified acts of harassment, intimidation or bullying will result in an intervention by the School Leader or his/her designee that is intended to ensure that the prohibition against harassment, intimidation or bullying behavior is enforced, with the goal that any such prohibited behavior will cease.

2. Life Skills Center recognizes that acts of harassment, intimidation, or bullying can take many forms and can vary dramatically in seriousness and impact on the targeted individual and school community. Accordingly, there is no one prescribed response to verified acts of harassment, intimidation, and bullying. Disciplinary and appropriate remedial actions for a student or staff member who commits an act of harassment, intimidation or bullying may range from positive behavioral interventions up to, and including, suspension or expulsion.

3. In determining appropriate interventions for each individual who commits an act of harassment, intimidation or bullying (including a determination to engage in either non-disciplinary or disciplinary action, as described below), the School Leader will give the following factors full consideration:

 A. The degree of harm caused by the incident(s);

 B. The surrounding circumstances;

 C. The nature and severity of the behavior;

 D. The relationship between the parties involved; and

 E. Past incidences or continuing patterns of behavior.

4. When verified acts of harassment, intimidation or bullying are identified early and/or when such verified acts of such behavior do not reasonably require a disciplinary response, students may be counseled regarding the definition of misconduct, its prohibition, and their duty to avoid any conduct that could be considered harassment, intimidation or bullying. Peer mediation may also be used, when appropriate.

5. When acts of harassment, intimidation and bullying are verified and a disciplinary response is warranted, students are subject to the full range of disciplinary consequences. Anonymous complaints that are not otherwise verified, however, will not be the basis for disciplinary action.

 A. In and out-of-school suspensions may be imposed only after informing the accused perpetrator of the reasons for the proposed suspension and giving him/her an opportunity to explain the situation.

 B. Expulsion may be imposed only after a hearing before the School Leader. This consequence will be reserved for serious incidents of harassment, intimidation or bullying and/or when past interventions have not been successful in eliminating such behavior.

 C. The determination that conduct does not constitute harassment, intimidation or bullying under this Policy, however, does not restrict the right of the School Leader or the Board or both to impose appropriate disciplinary consequences for student misconduct.

IX. Semi-Annual Reporting Obligations

1. Life Skills Center School Leader will semi-annually provide the president of the Board a written summary of all reported incidents and post the summary on the School's Website, if one exists. The list will be limited to the number of verified acts of harassment, intimidation and bullying, whether on school grounds, to and from school, or at school-sponsored activities or sanctioned events.

X. Dissemination of Policy

1. Life Skills Center will annually disseminate the Safe School Policy to staff, students, and parents, along with an explanation that the Policy applies to all applicable acts of harassment, intimidation, and bullying that occur on school grounds, at school-sponsored activities or sanctioned events, to or from school or on school-related vehicles, or in cyber-space. The Safe School Policy will appear in parent/student handbooks that set forth Life Skills Center's rules, procedures, and standards of conduct for the School and its students.

2. To ensure staff are prepared to prevent and effectively intervene with incidents of harassment, intimidation or bullying, Life Skills Center has

incorporated the information about the Safe School Policy into its employee training programs.

3. Orientation sessions for students will introduce the elements of this Policy. Students will be provided with age-appropriate information on the recognition and prevention of harassment, intimidation or bullying, and dating violence prevention, and their rights and responsibilities under this and other Life Skills Center policies, procedures and rules, at student orientation sessions and on other appropriate occasions. Parents will be provided with information about this Policy, as well as information about other Life Skills Center and school rules and disciplinary policies. This Policy will be stated in student, staff, volunteer and parent handbooks.

XI. Prohibited Gang Activity

The Board believes gangs or gang activity creates an atmosphere that seriously disrupts the educational process. Students are prohibited from engaging in gang activities while at School, on school property, to or from school, or at a school sponsored activity or sanctioned event. Any student who violates this Policy will be subject to disciplinary action, up to and including expulsion from Life Skills Center.

The term "gang" is defined as any ongoing organization, association, or group of three or more persons, whether formal or informal, having as one of its primary activities the endorsement of or participation in one or more criminal acts, which has an identifiable name or identifying sign or symbol, and whose members individually or collectively engaged in a pattern of criminal gang activity.

The term "gang activity" is defined as any conduct engaged in by a student:

1. On behalf of a gang;
2. To perpetuate the existence of a gang;
3. To effect the common purpose and design of any gang; or
4. To represent a gang affiliation, loyalty or membership in any way while on school grounds or while attending a school function.

These activities may include things such as recruiting students for membership in a gang and threatening or intimidating other students or staff against his/her/their own will to promote the common purpose and design of any gang.

XII. Drug Free

In accordance with Federal law, Life Skills Center prohibits the use, possession, concealment or distribution of drugs by students on school grounds, in the school building, on school property, or at school sponsored event to ensure a Drug Free School.

Drugs include alcoholic beverages, steroids, dangerous controlled substances as defined by Ohio law, or any substance that could be considered a "look alike." Any student who violates this Policy will be subject to disciplinary action, up to and including expulsion from the Life Skills Center.

XIII. Weapons Free

Life Skills Center is also a weapons-free school. No student, at any time, for any reason, will knowingly possess, handle, transmit, or use any object, which can be reasonably considered a weapon in or on property of Life Skills Center or at any Life Skills Center sponsored event held away from school property. Any student who violates this Policy will be subject to disciplinary action, up to and including expulsion from the Life Skills Center.

XIV. General Provisions

This Policy will not be interpreted to prohibit a reasonable and civil exchange of opinions, or debate that is protected by State or Federal law such as the Nondiscrimination, Suspension and Expulsion/Due Process, Violent and Aggressive Behavior, Hazing, Discipline/Punishment, Sexual Harassment, Peer Sexual Harassment and Equal Educational Opportunity acts.

The Complaint process is in effect and all matters will be investigated and resolved in accordance with the steps outlined above and in the Board's Complaint Policy and Procedure.

Asbestos Management Plan Policy

The Board of Directors ensures compliance with the Asbestos Hazard Emergency Response Act ("AHERA") of 1986, and has authorized the Life Skills Center to comply with the following action items as recommended by the U.S. EPA:

1. Perform an original inspection and re-inspection every three years of asbestos-containing material;
2. Develop, maintain, and update an asbestos management plan ("AMP") as required by law. A copy of such plan will be maintained at the school.
3. Provide yearly notification to the Board, Sponsor, parent, teacher, and employee organizations regarding the availability of the school's asbestos management plan and any asbestos abatement actions taken or planned in the school.
4. Designate a Life Skills contact person to ensure the responsibilities of the school are properly implemented. Said designee will maintain a copy of the AHERA Asbestos Management Plan Self-Audit Checklist to determine whether or not the school has an up-to-date and compliant AMP;
5. Perform periodic surveillance of known or suspected asbestos-containing building material;
6. Ensure that properly-accredited professionals perform inspections and response actions and prepare management plans; and
7. Provide custodial staff with asbestos-awareness training or ensure that outside custodial vendor has verification of the same.
8. Life Skills Center Administrator or Designee will attest to compliance with this policy.

 The Affidavit attached shall be used to show that the requirements have been completed as part of the school's Asbestos Management Plan.

AFFIDAVIT

State of Ohio
County of _____

BEFORE ME, the undersigned Notary, _____*[name of Notary before whom affidavit is sworn]*, on this _____*[day of month]* day of _____*[month]*, _____ personally appeared _____*[name of affiant]*, known to me to be a credible person and of lawful age, who being by me first duly sworn, on _____ *[his or her]* oath, deposes and says:

I, _____, am the Administrator of _____. I have personal knowledge of the facts stated in this affidavit. In compliance with the school's Asbestos Management Plan:

1. The custodial staff at ____[school name]_____ have received training in asbestos awareness on [insert date]_____ from [name of company]_____an Asbestos Hazard Emergency Response Act (AHERA) accredited company.
2. [Name of company]_____performs inspections as required by law, and prepares response actions and the asbestos management plan for [Name of School]_____..
3. The[Name of School]_____ Asbestos Management Plan is available for public review at the school's main office located at__[address of school].

[signature of affiant]

[typed name of affiant]

[address of affiant, line 1]

[address of affiant, line 2]

Subscribed and sworn to before me, this _____*[day of month]* day of



_____ *[month]*, _____[year]
[Notary Seal:]

[typed name of Notary]
NOTARY PUBLIC
My commission expires: _____[date]_____

Automated External Defibrillator Policy

The Life Skills Center shall have an automated external defibrillator as referenced in ORC 3314.16. An "automated external defibrillator" is a medical device approved by the United States Food and Drug Administration for performing the process of "automated external defibrillation."

"Automated external defibrillation" means applying the specialized defibrillator to a person in cardiac arrest, allowing the defibrillator to interpret the cardiac rhythm, and, if appropriate, delivering an electrical shock to the heart to allow it to resume effective electrical activity.

A sufficient number of staff members from the Life Skills Center will successfully complete an appropriate training course on the use of an automated external defibrillator and cardiopulmonary resuscitation. The course must be offered or approved by the American Heart Association or another nationally recognized organization.

After a staff member has received the above training, he or she may perform automated external defibrillation, regardless of whether that person is a registered nurse, licensed practical nurse, physician, or emergency medical service provider. However, when automated external defibrillation is not performed as part of an emergency medical services system or at a hospital, an emergency medical services system shall be activated as soon as possible.

The Board of Directors, shall direct Life Skills to assign at least one (1) staff member from the school to do the following:

- Maintain records of when and which staff members from the school building successfully completed the required training as described above;
- Maintain and test that the Life Skills Center's automated external defibrillator in accordance with the manufacturer's guidelines, and report any malfunctions to the Board and the School's Sponsor;
- Consult with a physician regarding compliance with required training for, and maintenance of the automated external defibrillator;
- Notify the designated emergency medical services organization of the location of the automated external defibrillator in the Life Skills Center.

Except in the case of willful or wanton misconduct, or when there is no good faith attempt to activate an emergency medical services system in accordance with section 3701.85 of the Ohio Revised Code, no person shall be held liable in civil damages for injury, death, or loss to person or property, or held criminally liable, for performing automated external defibrillation in good faith, regardless of whether the person has obtained the appropriate training described above.

Bloodborne Pathogen Control Policy

The Life Skills Center (Center) is committed to providing a safe and healthful work environment for our entire staff. In pursuit of this goal, the following exposure control plan (ECP) is provided to eliminate or minimize occupational exposure to bloodborne pathogens in accordance with OSHA standard 29 *CFR* 1910.1030, "Occupational Exposure to Bloodborne Pathogens."

The ECP is a key document to assist our organization in implementing and ensuring compliance with the standard, thereby protecting our employees. This ECP includes:

- Determination of employee exposure
- Implementation of various methods of exposure control, including:
 - Universal precautions
 - Engineering and work practice controls
 - Personal protective equipment
 - Housekeeping
- Hepatitis B vaccination
- Post-exposure evaluation and follow-up
- Communication of hazards to employees and training
- Recordkeeping
- Procedures for evaluating circumstances surrounding exposure incidents

The purpose of this plan is to reduce Life Skills Center employees' risk of exposure to bloodborne pathogens such as human immunodeficiency virus (HIV) and Hepatitis B virus (HBV) through appropriate prevention and control measures.

Anyone can be exposed to infectious blood or bodily fluids. The greatest risk, however is to employees who come into contact with sick or injured persons. These can include any school staff working directly with students. Also, any person providing first aid for cuts and scrapes. Bloodborne pathogens include the human immunodeficiency virus (HIV), which causes AIDS and the hepatitis B virus (HBV).

HIV attacks the body's immune system and impairs its ability to resist diseases. The early symptoms of AIDS include fever, loss of appetite, weight loss, chronic fatigue, and skin rashes. In later stages of the disease a patient may develop certain types of cancer, pneumonia and other infections.

The hepatitis B virus is more infectious and wide spread than HIV. As with HIV, some people who are infected never become symptomatic. For those who do, however, the infection can lead to cirrhosis, and other chronic liver diseases and liver cancer.

The Building Administrator is responsible for assisting staff in implementation of the plan and for reviewing and updating the plan annually. A copy of this plan is available for employee use.

This Policy is in accordance with Chapter 4167 of the Ohio Revised Code 22.2.6 and analogous to OSHA Bloodborne Pathogens Standard, 29 CFR 1910.1030.

Bloodborne Pathogens

Staff and students incur some risk of infection and illness each time they are exposed to bodily fluids or other potentially infectious materials. While the risk to staff and students of exposure to body fluids due to casual contact with individuals in the school environment is very low, the Board regards any such risk as serious.

Consequently, the Board directs adherence to universally recognized precautions. Universally recognized precautions require that staff and students approach infection control as if all direct contact with human blood and body fluids is known to be infectious for HIV, HBV and/or other bloodborne pathogens.*

To reduce the risk to staff and students by minimizing or eliminating staff exposure incidents to bloodborne pathogens, the Board directs the Superintendent to develop and implement an exposure control plan.

The plan includes online in-service training for staff and students; first-aid kits in each school building; correct procedures for cleaning up body fluid spills and for personal cleanup.

It is recommended that staff consult their personal physician if they desire information about the hepatitis B vaccine.

ORC 117.102
3313.473
3707.26
3748.20
Public Employment Risk Reduction Act; ORC 4167.01 et seq.

Chemical Hygiene Plan Policy

This Chemical Hygiene Plan (CHP) is intended to:

1. Inform school employees of the potential health and safety hazards present in their workplace.
2. Inform school employees of the precautions and preventive measures that have been established by this organization to protect employees from a workplace illness or injury.
3. Inform school employees of the required safety rules and procedures established by this organization to meet the requirements set forth in Jarod's Law.

The Chemical Hygiene Plan will be available for review upon request to all employees. Copies of the plan will be located in the Administrator's office.

This CHP will be reviewed annually by the Life Skills Center Facility and Compliance Departments and updated as necessary. The Administrator, or designee, is designated as the Chemical Hygiene Officer (See Sections V and VI for details).

I. Control Measures to reduce Employee Exposure to Hazardous Chemicals

A. The School is equipped with fire extinguishers and other fire protection systems.

II. Employee Information and Training

All employees will be provided with information to ensure that they are apprised of the hazards of chemicals present in their work area. Exposure is limited to products used for cleaning and maintenance of the school building. Exposure risk is low.

A. Information

Employees will be informed of:

1. The availability and location of the written Chemical Hygiene Plan and Material Data Safety Sheets (MSDS) documents.
2. Signs and symptoms associated with exposures to hazardous chemicals used in the school.
3. Location and availability of known reference material on the hazards, safe handling, storage, and disposal of hazardous chemicals found in the school including, but not limited to, material safety data sheets received from chemical suppliers.
4. Employees of the school have limited exposure to hazardous chemicals required to maintain the cleanliness of the building.
5. Employees are expected to use good judgment in the proper use and exposure to cleaning products available at the school. No additional training will be provided.

III. Medical Consultation and Examination

If medical consultation or examination is needed, employees will be directed to their personal physician or the emergency room should medical consultation be necessary after contact with school cleaning supplies. A list of chemicals the school uses will be maintained onsite and available for any necessary viewing.

A. The Administrator will provide the following information to the physician:
 1. Identity of the hazardous chemical to which the employee may have been exposed.
 2. A description of the conditions of the exposure including exposure date if available.
 3. A description of signs and symptoms of exposure that the employee is experiencing (if any).

B. The physician's written opinion for an examination or consultation should include:
 1. Recommendations for future medical follow-up.
 2. Results of examination and associated tests.
 3. Any medical condition, revealed in the course of the examination, which may place the employee at increased risk as the result of exposure to hazardous chemicals in the workplace.
 4. A statement that the physician has informed the employee about the results of the consultation or medical examination and any medical conditions that may require additional examination or treatment.

IV. Responsibilities under the Chemical Hygiene Plan

A. The Administrator is designated as the Chemical Hygiene Officer for the Life Skills Center.

B. The Chemical Hygiene Officer (CHO) will be responsible for:
 a) Working with other employees to develop and implement appropriate chemical hygiene policies and practices.
 b) Monitoring procurement, use, and disposal of chemicals used in the school.
 c) Seeing that appropriate audits are maintained.
 d) Knowing the current legal requirements concerning regulated substances.
 e) Seeking ways to improve the chemical hygiene program.

C. School Employees are responsible for:
 a) Planning and conducting each operation in accordance with the chemical hygiene procedures.
 b) Developing good personal chemical hygiene habits.

V. Record Keeping

The Administrator shall be responsible for maintaining all relevant records and MSDS for all chemicals purchased for the building.

VI. Emergency Response

In the event of an emergency, 911 should be contacted to dispatch the local fire department.

Mercury

Mercury is used in many items found in schools, such as thermometers, barometers, switches, thermostats, flow meters, lamps, shoes, and laboratory reagents if the school has a science lab. Accidental exposures to mercury can have a number of negative effects on children's health.

The Life Skills Center Standard Operating Procedure Manual, maintained on-site outlines procedures for handling Mercury spills.

Lead

Lead has long been recognized as a harmful environmental pollutant. In late 1991, the Secretary of the Department of Health and Human Services called lead the "number one environmental threat to the health of children in the United States." There are many ways in which humans are exposed to lead: through air, drinking water, food, contaminated soil, deteriorating paint, and dust. Airborne lead enters the body when an individual breathes or swallows lead particles or dust once it has settled. Before it was known how harmful lead could be, it was used in paint, gasoline, water pipes, and many other products.

Old lead-based paint is the most significant source of lead exposure in the U.S. today. Harmful exposures to lead can be created when lead-based paint is improperly removed from surfaces by dry scraping, sanding, or open-flame burning. High concentrations of airborne lead particles in homes can also result from lead dust from outdoor sources, including contaminated soil tracked inside, and use of lead in certain indoor activities such as soldering and stained-glass making.

Lead Health Effects and reducing exposure practices can be found in the Life Skills Center Standard Operating Procedure Manual, maintained on-site.

Attached is a School Chemical Safety Checklist that will be used and maintained on-site at Life Skills Center.

SCHOOL CHEMICAL SAFETY CHECK-LIST

(Installation, Address and Date)

	Yes	No		
1. Fire Extinguisher Access				CORRECTIVE ACTIONS & DATES:
2. Fire Extinguisher Inspection				
3. Exit Pathways				
4. Exit Signs & Lighting				
5. Exit Doors				
6. First Aid Supplies				
7. Fire Alarms				
8. Housekeeping / Sanitation				
9. Tripping Hazards				
10. Spills & Leaks				
11. Material Storage				
12.Material Labeling				
13. Container Labeling				
14. MSDS's				
15. Stair Condition				
16. Stair Handrails				
17. Appropriate Gloves				
18. Warning & Safety Signs				
19. Secondary Containers				
20. Waste Disposal Containers				
21. Electrical Grounding				
22. Elec. Panel Access				
23. Elec. Labeling & I.D.				
24. Elec. Cord Strain Relief				
25. Elec. Wiring / Device Defects				
26. Elec. Classification Hazards				
27. Elec. Fail Safe Conditions				
28. Elec. Extension Cords				
29. Personal/Area Monitoring				
30. Signs & Posters				
31. Emergency Phone Nos.				

Chicken Pox Epidemic Policy

1. Pursuant to Ohio law, a school may deny admission to a student who is exempted from the chicken pox immunization requirement. To deny admission to a pupil, the director of the state department of health will notify the school's Administrator (principal) that a chicken pox epidemic exists in the school's population. A chicken pox epidemic is defined as the occurrence of cases of chicken pox in numbers greater than expected in the school's population or for a particular time.

2. Once the director of health notifies the school Administrator that the epidemic no longer exists, a school may no longer deny admission to a student exempted from the chicken pox immunization requirement.

3. A student may be exempted from the chicken pox immunization requirement if:

 a. The student has had natural rubeola and presents a signed statement from the student's parent, guardian or physician to that effect and is not required to be immunized against rubeola.

 b. The student has had natural mumps and presents a signed statement from the students parent, guardian or physician to that effect and is not required to be immunized against mumps.

 c. The student has had natural chicken pox and presents a signed statement from the student's parent, guardian, or physician to that effect and is not required to be immunized against chicken pox.

 d. The student presents a written statement of the student's parent or guardian in which the parent or guardian declines to have the student immunized for reasons of conscience, including religious convictions, is not required to be immunized.

 e. A student whose physician certifies in writing that such immunization against any disease is medically contraindicated is not required to be immunized against that disease.

4. To ensure academic status of students denied admission during a chicken pox epidemic, the school will ensure students denied admission are provided with all course work during such absence to be turned in upon return to school. Access to instructors will be available via the telephone or email. If the parent or guardian of the student is unable to pick up such course work, the student will have time equal to the time off school to complete such course work. The student will be permitted to make-up all missed tests and quizzes. If the school is required to close during such epidemic, days will be added on to the end of the school year to make up for the lost time. The measures implemented to preserve academic standing will take into consideration the number of students removed from school and the length of the epidemic.

Legal Reference: ORC 3313.671(C)

Dangerous and Recalled Products Policy

The Building Administrator shall provide for the inspection of each school building, at least quarterly, for dangerous products and conditions as listed and provided by the Board of Health. Appropriate action shall be taken if a dangerous product or condition is found. If such items are found within the school facility, their presence and any action(s) that will be or have been taken to remove or remediate the hazard shall be documented. Such documentation shall be in compliance with the Administrative Code and shall be retained for verification by Board of Health inspectors.

Such identified dangerous products and conditions found on school grounds or within school buildings shall be abated or controlled promptly and within a period not to exceed thirty (30) days of receipt of the Board of Health transmittal. If abatement is not immediately possible, the hazard shall be sufficiently controlled to reduce the risk of illness or injury.

The Administrator shall provide the necessary communications and transmittals to the Board of Health.

The Administrator may need to contact the local health department to arrange for transmittals to be emailed quarterly. Copies will be kept on site.

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FOOD ALLERGY POLICY

The Board of Directors (the "Board") of LifeSkills Center of Summit County the "School") recognizes that peanut and other food allergies may pose a severe or life threatening risk to students. In accordance with Section 3313.719 of the Ohio Revised Code, the Board has adopted this Food Allergy Policy (the "Policy") in consultation with parents, school employees, school volunteers, students and community members to establish procedures for identifying, accommodating and reducing the likelihood of severe allergic reactions among students with known food allergies while at school.

I. PARENT/STUDENT RESPONSIBILITY

A. Parents of students, or students age eighteen (18) or older, with allergies are required to notify the School of any known allergies at the beginning of each school year or upon learning of such allergy if the school year has already begun. Such notice may be provided in response to School enrollment forms completed by the student if over 18 or the student's parent or guardian, or by other acceptable means such as timely, written notice to the School's Administrator or the Board.

B. Parents of students with life threatening allergies must:

1. Ensure that the student has access to emergency medications during School hours, if prescribed;

2. Execute any appropriate forms, including an Emergency Authorization Form, Medication Distribution Form, and/or Food Allergy Action Plan (the "Plan"), as required;

3. Obtain written approval from the students' physician permitting the student to carry and use an epinephrine injector to treat anaphylaxis, if applicable and in accordance with the School's policy on Medication Administration and/or Asthma Inhalers and Other Prescribed Medications; and

4. Cooperate with the School to formulate the Plan, as referenced herein (Section II.A).

5. Provide current emergency contact information and update regularly.

C. Parents are responsible to educate their student about managing his or her allergy at school, including but not limited to:

1. Safe and unsafe foods;

2. Strategies for avoiding exposure to unsafe foods;

3. Symptoms of allergic reactions;

4. How and when to tell an adult that he or she is having an allergy-related problem; and

II. SCHOOL RESPONSIBILITY

A. The School will develop a Plan for students with life threatening allergies.

The Plan must address (1) what actions will be taken to avoid exposure at the School, and (2) what actions will be taken in the event of student exposure. The Plan will be developed through consultation between the student's parents or legal guardians, the recommendations of the student's physician or allergist, and the School. Once created, this Plan will be reviewed and updated by School staff, when appropriate.

B. The School will share the Plan with appropriate School staff. All staff who interact with the student on a regular basis should understand food allergies, be able to recognize symptoms, and should know what to do in an emergency.

C. With the consent of the student's parents or legal guardian, the Plan may provide a mechanism for the School to provide notice to the student's classmates and/or the parents or legal guardian of the student's classmates regarding a life threatening food allergy in the classroom.

D. The School will follow the procedures detailed in its approved Medication Administration Policy and/or Asthma Inhalers and Other Prescribed Medications policy as outlined in the Parent/Student Manual and Board Policy Manual.

FOOD ALLERGY ACTION PLAN

NAME OF SCHOOL: _____

STUDENT'S NAME: _____

DATE OF BIRTH: _____ TEACHER: _____

Asthmatic: ☐ Yes * ☐ No (* High risk for severe reaction)

ALLERGY TO: _____

* * * IMPORTANT NOTICE: In accordance with policy, School staff should NOT administer any medications. Students are permitted to carry and self-administer certain medications, such as epinephrine. School staff should only administer medications in emergency situations, where the student is unable to self-administer , the exigency of the circumstances require immediate action, and treatment is provided in strict accordance with the procedures set forth below.

SIGNS OF AN ALLERGIC REACTION AND TREATMENT PROCEDURE

[To be completed by physician authorizing treatment]

SYMPTOMS

If a food allergen has been ingested, but there are NO SYMPTOMS	☐ Epinephrine	☐ Antihistamine
MOUTH Itching and swelling of the lips, tongue or mouth.	☐ Epinephrine	☐ Antihistamine
THROAT tightness in the throat, hoarseness, and hacking cough.	☐ Epinephrine	☐ Antihistamine
SKIN Hives, itchy rash, and/or swelling about the face or extremities.	☐ Epinephrine	☐ Antihistamine
GUT Nausea, abdominal cramps, vomiting, and/or diarrhea.	☐ Epinephrine	☐ Antihistamine
LUNG Shortness of breath, repetitive coughing, and/or wheezing.	☐ Epinephrine	☐ Antihistamine
HEART "Thready" pulse, "passing out."	☐ Epinephrine	☐ Antihistamine
OTHER:	☐ Epinephrine	☐ Antihistamine
If reaction is progressive (several of the above areas affected) give	☐ Epinephrine	☐ Antihistamine

DOSAGE

Epinephrine Inject intramuscularly (check one) ☐ EpiPen ☐ Epi-Pen Jr. ☐ Twinject 0.3 ☐ Twinject 0.15mg

CONTACT

1. Emergency Medical Response System (ask for advanced life support) by calling 9-1-1. (state that an allergic reaction has been treated and additional epinephrine may be needed).

2. Parent/Guardian or emergency contacts at listed below.

3. Dr. _____ at _____

EMERGENCY CONTACTS		TRAINED STAFF MEMBERS
1.		1.
Relation:		Room:
Phone:		2.
2.		Room:
Relation:		3.
Phone:		Room:
3.		
Relation:		
Phone:		

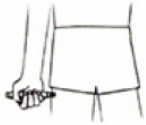
DIRECTIONS

EpiPen® and EpiPen® Jr. Directions

- Pull off gray activation cap.



- Hold black tip near outer thigh (always apply to thigh).



- Swing and jab firmly into outer thigh until Auto-Injector mechanism functions. Hold in place and count to 10. Remove the EpiPen® unit and massage the injection area for 10 seconds.

ONCE EPIPEN® OR TWINJECT™ IS USED,

CALL 911

Take the used, safely repackaged EpiPen unit with you to the Emergency Room.

Plan to stay for observation at the Emergency Room for at least 4 hours.

Twinject® 0.3 mg and Twinject® 0.15 mg Directions



- Remove caps labeled "1" and "2."
- Place rounded tip against outer thigh, press down hard until needle penetrates. Hold for 10 seconds, then remove.



SECOND DOSE ADMINISTRATION:
If symptoms don't improve after 10 minutes, administer second dose:

- Unscrew rounded tip. Pull syringe from barrel by holding blue collar at needle base.



- Slide yellow collar off plunger.
- Put needle into thigh through skin, push plunger down all the way, and remove.



BY: PARENT/GUARDIAN

_____ _____

PRINT NAME DATE

SIGNATURE

BY: STUDENT'S PHYSICIAN

_____ _____

PRINT NAME DATE

SIGNATURE

Hand-Washing Policy

Studies have shown that hand washing and personal hygiene are the most important measures a person can use to prevent illness and communicable disease. Many germs can live for long periods on tables, counters, and other hard surfaces. Hand washing with soap and warm water for a minimum of twenty (20) seconds, paying close attention to the surfaces between the fingers and on the back of the hands, is best for removing dirt and germs. The proper use of hand sanitizers is also useful in controlling the spread of germs.

Students and staff will wash their hands with soap and water;

1. After using the rest room.
2. If their hands are visibly soiled
3. If the student or staff member has encountered chemicals or other items, such as soil, in a science lab, art room, vocational facility, or other educational venue that soils hands
4 If the student or staff member encountered chemicals during cleaning the school environment
5. Before and after each task when preparing food in any class such as family science or an integrated class
6. If the student or staff member has encountered bodily fluids (e.g. blood, nasal discharge, mucous from coughing, etc.)

Hand sanitizers may be used when the student's hands are not visibly soiled and cleaning is needed from;

1. Sneezing or coughing
2. Before and after eating
3. Before and after using the computer or other items used by other students
4. In modular units, temporary classrooms or where hand washing facilities are not readily available

Hand washing signs will be posted at all rest rooms and/or hand sinks.

Soap, warm water and towels or an air dryer will be located at all hand washing areas.

Integrated Pest Management Policy

The Life Skills Center desires to prevent unnecessary exposure to pesticides of students and employees and reduce the need to rely on pesticides when managing pests. It is the policy of Life Skills Center to only use pesticides when pests have been identified and their presence verified. Selection of treatment options or corrective actions will give priority to least-risk actions whenever possible to provide the desired control of pests. Education of staff, students, employees, and parents about Integrated Pest Management (IPM) will be included to achieve desired objectives. When it is determined that pesticides are needed, only products registered for use in this state will be used, and they will be used only in strict accordance with the product label. Further, only individuals properly licensed by the Department of Agriculture will use pesticide products. Our policy prohibits the use of any pesticide by unlicensed staff except to control stinging insects that pose an imminent threat to human health on school grounds, or disinfectants used for routine cleaning. It will be this school policy to make the appropriate notification and posting as well as to keep records of all pesticide use and other pest control actions.

Inspection and Monitoring by School Staff

Annual Inspections: Our IPM Coordinator (along with pest management contractor and Management Company facilities personnel) will perform a thorough inspection annually to identify problems and corrective actions needed to prevent and/or manage pest infestations. A professional pest control company will provide an annual report identifying conditions that are contributing to our pest problems, if any. The contractor will work to plan and schedule corrective actions.

Regular Pest Monitoring: For current, recent, or likely pests, monitoring program to detect pest infestations will be established as follows:

Mice: non chemical means

Ants and Cockroaches: non chemical means

All other pests: Indoor monitoring, by visual inspection, will be done by the pest control company during school year and outdoors during spring, summer and fall months.

Reporting: Monitoring reports will be generated and kept on file in the Administrators office.

Pest Sighting Log: Pest sighting sheets will be available in the front office for teachers and staff on which they may report pest activity sightings, including the identification of the pest (if known), number seen, other evidence (such as animal droppings), date, time, and location. A 3-ring binder holding the pest sighting report sheets will be kept in the main office in an accessible location. The Administrator will check for new pest sighting reports daily.

Pest Identification: When pests are detected, the specific identification of the pest will be obtained by the pest control company.

Inspection and Monitoring by Professional Pest Control Contractor

The Management Company Facilities department will meet directly with the Pest Control Contractor, Invader's Pest Control, to discuss monitoring reports. Invader's Pest Control will respond to the log complaints. If any sanitation or structural or operation changes are noted, it will be written in the log along with remedial recommendation. Specific service reports will also be placed in the log binder that documents particular actions taken by (the pest control contractor).

Staff, teachers and students will be instructed on how to log pest complaints and be given a brief overview on pest identification and the conditions that promote the pests. Pamphlets and fact sheets will be made available at the time of training and or posted on bulletin boards in specific areas such as the cafeteria and teacher's lounge.

Pesticide Use and Storage

The School shall retain a licensed pesticide contractor.

A copy of the product label and Material Safety Data Sheet for every pesticide product used or stored at the school will be kept in an accessible location in the main office and will be provided upon request.

All appropriate steps will be taken to ensure complete compliance with state laws prohibiting unlicensed persons from the use of all pesticide products, including products such as ant cups, insect sprays, weed killers, weed and feed lawn care products, on school properties except for emergency control of stinging insects and disinfectants used for routine cleaning.

Non-Chemical Pest Prevention and Management

Whenever practical, the Life Skills Center will use non-chemical means to control or limit pests and to minimize the use of pesticides. Along with sanitation and maintenance actions to eliminate food, water, shelter and entryways for pests, non-pesticide traps will be used to reduce pests when practicable and effective.

School IPM Program Evaluation

Our school IPM plan will be evaluated yearly. The Management Company Facilities Department will meet with our pest control contractor to evaluate the effectiveness of the IPM program and to develop needed improvements.

School IPM Plan Location

A copy of our IPM plans (including diagrams and maps of managed areas), annual and quarterly evaluations, pest contractor recommendations, and pesticide use records will be kept on file in the School's main office.

Medication Administration

Except provided herein, no medication will be administered by the staff at the Life Skills Center including asthma inhalers.

However, pursuant to the Ohio Revised Code Section 3313.716 students are permitted to possess and use a metered dose or dry powder Asthma Inhaler to alleviate or prevent asthmatic symptoms. In addition, Ohio Revised Code Section 3313.718(B) and 3314.03(A)(11)(d) permits a student to carry and use an epinephrine auto injector to treat anaphylaxis (an intense allergic reaction) aka epi-pen.

To carry either an inhaler or an auto-injector, written approval must be obtained from the student's physician, and, if the student is a minor, from the student's parent or legal guardian.

The physician's written approval must include the following information:

1. The name and address of the student;
2. The school in which the student is enrolled;
3. The name and dose of the medication contained in the inhaler or auto injector.
4. The name of the drug and the dosage to be administered;
5. The times or intervals at which each dosage of the drug is to be administered;
6. The date the administration of the drug is to begin;
7. The date the administration of the drug is to cease (if applicable);
8. Acknowledgement that the prescriber has determined that the student is capable of possessing and using the auto injector appropriately and has provided the student with training in the proper use of the auto injector.
9. Any severe adverse reactions that should be reported to the prescriber and one or more phone numbers at which the prescriber can be reached in an emergency;
10. Special instructions for administration of the drug by the student;
11. Instructions outlining procedures to follow if the medication does not provide adequate relief;
12. A list of adverse reactions that may occur to a child for whom the medication was not intended who uses the medication;
13. And any other special instructions.

The Life Skills Center must have the above stated documentation provided by the physician and parent or guardian, if the student is a minor, in order to allow a student to use an asthma inhaler or epinephrine auto injector or any other necessary self administered medication.

Trained School staff may administer epinephrine in an emergency situation, in accordance with the Food Allergy Policy and the student's Food Allergy Action Plan when emergency medical service providers are not immediately available and the exigency of the circumstance require immediate action. A school employee will immediately request assistance from an emergency medical service provider whenever a student is administered epinephrine on School grounds or at an activity, event, or

program sponsored by the school or in which the school is a participant. This request for medical assistance applies whether the student self-administers the medication or a school employee administers it to the student.

Radon Protocol Policy

The U.S. Environmental Protection Agency ("EPA") ranks indoor radon among the most serious environmental health problems. For this reason, the Board of Directors has implemented the following radon testing protocol policy.

New Construction

If a new school is built, the building will be built using radon-resistant new construction ("RRNC") techniques as defined by EPA 625-R-92-016, June 1994.

Routine Testing

If an initial test of the school building indicates radon levels are within acceptable limits, the building will be retested at least every five years.

If a test is performed on the school building and radon levels are found to be at or above 4.0 pCi/L, the school will develop a mitigation plan to reduce radon levels to acceptable levels. If installation of a mitigation system is necessary, the school will employ an Ohio Department of Health ("ODH") licensed radon-mitigation contractor to design and install the system. The building will then be tested every two years.

If the school building undergoes major renovation of the HVAC system or of the building structure, the building will be tested prior to the renovation and immediately upon completion of the renovation. The building will then be testing every five years, with no elevated levels, or every two years after mitigation for elevated radon levels.

Performance of Testing and Mitigation

The school will employ or use only trained school personnel or a company or individual licensed by ODH to conduct testing in the school. If installation of a mitigation system is necessary, the school will employ an ODH-licensed radon-mitigation contractor to design and install a mitigation system. The Board of Directors appoints Life Skills Center as its designee to be responsible for coordinating, testing and mitigation, as necessary.

Reporting and Records Retention

Upon completion of testing (and mitigation, if necessary), the school will report radon levels and specifics of the mitigation to the Board of Directors, the sponsor, and ODH, Bureau of Radiation Protection. Testing and mitigation records will be kept on file at the school for a minimum of five years and then archived for another five years, after which the school's regular record retention schedule will be followed.

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Search Policy

Life Skills Center ("LSC") hereby establishes a zero-tolerance policy concerning school violence, crime, and the possession or use of firearms and weapons on school grounds or at school functions. The zero-tolerance policy is part of a comprehensive approach to reduce violence in schools. Federal Law also allows schools to take reasonable steps in an effort to provide a safe, drug-free environment for students. The goal is to allow students to learn, in a safe environment, while their respective civil rights are protected.

In conjunction with the LSC policies, an "Administrative Search Policy" ("the policy") is hereby established. The Administrative Search Policy permits a search of any student and/or visitor who enter the LSC charter school facility or grounds, or any student who attends any LSC activity, function, or event regardless of whether the activity, function, or event is at the LSC charter school. The administrative search authorized, pursuant to this policy, provides for the search and seizure of any firearm(s), weapon(s) and/or contraband found in possession or controlled by the individual searched, and/or in his or her possession which may include a persons automobile if parked on LSC property and the appropriate search parameters are met. Illegal firearm(s), weapon(s) and contraband include any item(s) that are in violation of local, state or federal law, and/or in violation of any Life Skills Center Code of Conduct rule, policy, or guideline.

The Administrative Search Policy is supplemented by the "Procedures for School Officials" that outlines how searches will be conducted. While this is a comprehensive policy, nothing outlined in this policy restricts or limits school officials, school police officers, school security officers, or law enforcement from searching students or visitors where reasonable suspicion or probable cause, independent of an administrative search, exists. If a metal detecting device alerts to the presence of metal during the course of an administrative search, it gives rise to reasonable suspicion. This policy also outlines searches performed when reasonable suspicion exists where an administrative search has not been conducted.

I. Administrative Searches

A. Introduction to Administrative Searches and General Considerations

1. The primary purpose of the metal detector searches authorized, pursuant to this policy, is to locate any firearm(s), weapon(s) and/or contraband in order to provide a safe school environment for students, teachers, staff, and administrators. The primary purpose of the searches is not to collect evidence for criminal prosecution or to penalize students. However, law enforcement authorities will be summoned and may arrest the individual while seeking

criminal prosecution against an individual if a search reveals that the individual is in possession of any firearms (s), weapon(s) or contraband.

2. Administrative searches using a metal detector may be conducted randomly or may be at a set location at locations at the school facility, on the school grounds, or at locations where a LSC activity, function or event is held.
3. The searches will be conducted in the least intrusive manner so that individuals' rights are balanced with the requirements of this policy. Administrative searches using a metal detector may be conducted by any member of the Search Team, regardless of gender, if the Search Team member has been trained to properly conduct searches using an approved metal detector. Pat-down searches will be conducted by an individual of the same gender as the individual being searched. Under no circumstances will a "strip search" be conducted by school officials pursuant to this policy. (Security personnel and law enforcement officials shall not be limited by this paragraph and shall follow appropriate training).
4. The Search Team, including the school Administrator or designee(s), will oversee any and all metal detector searches. The school Administrator or designee(s) will be required to follow the policy with regard to administrative searches and will be required to address the discovery of firearm(s), weapon(s) or contraband as set forth within the search policy procedures.
5. The Search Team will be trained to conduct administrative and reasonable suspicion searches.
6. Nothing in the Administrative Search Policy shall limit the authority of the school Administrator, or designee(s), law enforcement, or school security officers to search an individual or an individual's possessions when reasonable suspicion or probable cause exists that the individual is in possession of an illegal firearm(s), weapon(s) or contraband.
7. All students and legal guardians are required to sign a written acknowledgement, prior to attending school, concerning this policy in addition to the Life Skills Student/Parent Contract. The acknowledgement will provide written notice to the student(s), parent(s) and legal guardian(s).
8. Signs will be posted at the school facility notifying students and visitors that any student or visitor is subject to random administrative searches.

B. Administrative Searches

1. All students and visitors entering the Life Skills Center facility or grounds or any student in attendance at any LSC activity, function, or event regardless of whether the activity, function, or event is at the LSC facility or grounds are subject to a walk-through and/or hand-held metal detector search for firearms, weapons, and/or contraband. The determination as to the random searches of students and visitors will be made pursuant to the procedures for conducting metal detector searches. The search will be random and will use a neutral and even-handed criteria for determining individuals subject to the search.

2. No student or visitor shall be selected to be searched based solely upon his/her gender, race, ethnicity, physical appearance, manner of dress, or association with any particular group of persons.
3. Pursuant to the administrative search policy, school officials are prohibited from selecting a specific individual(s) to be searched without reasonable suspicion that the individual is in possession of a firearm, weapon, and/or contraband. This policy may not be used as a pretext to "single out" a particular individual or group of individuals.
4. Searches will be performed on random days, times, and locations. Advance notice of a search will not be provided.
5. Students and visitors to be searched will be advised that an administrative search is being conducted; will be advised of the procedures; and will have the opportunity to ask questions prior to the search.
6. Students and visitors may refuse to submit to the search.
7. No student/visitor selected to be searched will be allowed to enter or remain in the facility or on the grounds if the individual does not submit to the search. School officials should immediately advise the school police officer or security officer and contact law enforcement when an individual objects to an administrative search.
8. The individual to be searched will be asked to remove any firearm(s), weapon(s), and/or contraband from his/her person or personal possessions before the search. These items will be placed in a designated container or space, in public view, until the search is completed. Any firearm(s), weapon(s), and/or contraband removed for the search will be confiscated and seized by the school police officer or security officer.
9. Subsequent to the removal of items referenced above, students and visitors will be searched with a hand-held metal detecting device. For each individual searched, there will be a body scan for any firearms, weapons, and/or contraband. Any personal possessions (i.e., backpacks, briefcases, bags and containers) of the individual will also be scanned for firearms, weapons, and/or contraband.
10. Reasonable efforts will be made to avoid bodily contact with the individual being searched and the device.
11. If the hand-held metal detector alerts during the body scan, the school official conducting the scan will direct the individual being searched to remove any remaining metal objects from his or her person or possessions and place the item(s) in the designated container. Any firearm(s), weapon(s), and/or contraband removed will be confiscated and seized by the school police officer or security officer. The school official will then conduct a second scan.
12. If the metal detector alerts to the presence of metal during the second scan, the individual will be subject to a pat-down search. This expanded search will be based on reasonable suspicion and include a limited pat-down of the area for which the device was activated. The search will be further expanded should the pat-down, or some other grounds for reasonable suspicion, indicate a concealed firearm(s), weapon(s), and/or contraband may be in the

possession of the individual. Expanded or more intrusive searches will be conducted as outlined pursuant to the Reasonable Suspicion Searches section of this policy.

13. Any weapon(s) and/or contraband will be confiscated and seized by the school police officer or security officer. Any item(s) confiscated during the search will subject the individual possessing the item(s) to discipline pursuant to school policy. Additionally, the student and/or visitor will be subject to criminal prosecution, including arrest, detention, and incarceration.
14. Any item(s) that is not prohibited as a firearm(s), weapon(s) and/or contraband will be returned to the individual at the conclusion of the search. A school official shall have the sole discretion with regard to making the determination that the item(s) does not pose any threat to the health and/or safety of individuals within the facility and/or grounds.
15. If a student or visitor is subject to a medical condition, or pregnancy, that prevents or inhibits the use of a metal detector, the individual will be required to present proper documentation to the school Administrator or designee(s) when enrolling at the LSC charter school or prior to an administrative search. If a student who is subject to an administrative search fails to provide proper documentation, the student will not be excused from an administrative search. This documentation will be verified and kept on file by the school Administration. Documentation will be valid for the current academic year, for the duration of the medical condition or pregnancy, or if the student or visitor has a terminal or permanent condition, until the end of the current academic year. For individuals providing proper documentation for a valid medical reason, administrative searches will be conducted pursuant to a pat-down search.

II. Reasonable Suspicion Searches

A. Introduction to Reasonable Suspicion Searches and General Considerations

1. Reasonable suspicion depends on the information and observations available to the school official in determining whether there is reasonable suspicion to conduct a search. Reasonable suspicion depends on both the content of information possessed by a school official and its degree of reliability. Both factors, the quantity and quality of the information and the degree of reliability, are considered with regard to the totality of the circumstances. All available information must be considered when evaluating whether there is reasonable suspicion to conduct a search. Thus, if the information available has a relatively low degree of reliability, more information will be required than if the information were more reliable.
2. Reasonable suspicion may exist independent of an administrative search. School officials may conduct searches of any student, at any time, if reasonable suspicion exists that the individual is in possession of a firearm(s), weapon(s), and/or contraband. Where reasonable suspicion is developed

concerning the possession of a firearm(s), weapon(s) and/or contraband, an expanded or more intrusive search is necessary via a pat-down search.

3. Prior to conducting the search, the school Administrator or designee(s), overseeing the search, will request the student sign a Consent to Search Form. If the student refuses to consent, school officials retain the authority to conduct a search even though the student does not execute a consent form. The student is subject to discipline, including expulsion, for the failure to consent to a search. The search will be limited to the basis of reasonable suspicion, i.e., information and/or observations obtained with regard to the individual's possession of a firearm(s), weapon(s), and/or contraband. Failure of a student to consent may result in discipline, pursuant to the policy.
4. When there is reasonable suspicion that an individual is in possession of a firearm(s), weapon(s), and/or contraband, school officials will contact the school police officer or security officer to conduct the search.
5. During the search, if other illegal contraband is found, the item(s) will be confiscated and seized by the school police officer or security officer. The individual possessing a firearm(s), weapon(s), and/or contraband will be subject to the discipline pursuant to school policy.

B. Reasonable Suspicion Search Procedure

1. A search based on reasonable suspicion involves a pat-down of an individual and/or a physical inspection of the individual's possessions.
2. The pat-down search will be conducted at the school facility or on school grounds in an area a safe distance from other students. If the search is to be conducted at a LSC school activity, event, or function, the search will be conducted in an area a safe distance from other individuals. The search will be conducted by a school official, school police officer, or security officer of the same gender as the individual being searched, whenever possible. All searches will be witnessed by school official(s), in addition to the school official, school police officer, or security officer conducting the search.
3. Where a reasonable suspicion search is conducted as the result of a metal detector activating, the search shall be conducted only in the area of the body for which the device alerted. The search will include patting-down the exterior of the individual's clothing for the limited purpose of discovering the item(s) which may have caused the metal detector to alert to the presence of metal. If the device alerts to the individual's personal possessions, the possessions will be inspected and opened to determine the presence of a firearm(s), weapon(s), and/or contraband.
4. If the school official, school police officer, or security officer conducting the search observes or feels an object which may have caused the metal detector to alert, and there is a reasonable belief that the object may be a firearm(s), weapon(s), and/or contraband, the school official, school police officer, or security officer conducting the search will ask the individual being searched to remove the item(s). If the individual refuses, the school official, school

police officer, or security officer has the authority to remove the item from the individual's person or possessions without consent.

5. If the item(s) removed is determined to be what caused the metal detector to alert the search will cease, unless reasonable suspicion still exists. If reasonable suspicion exists sufficient to continue the search, the search will continue.
6. If the item(s) removed is determined to be what caused the metal detector to alert to the presence of metal, the search will cease. No further reasonable suspicion will exist. The individual and/or his/her possessions will then be re-scanned with the metal detector. If the device alerts again, the individual or his/her possessions will be subject to an additional search. If the device does not alert again, the search is complete.
7. If the removed item is a firearm(s), weapon(s), and/or contraband, it will be confiscated and seized by the school police officer or security officer. Any item(s) confiscated during the search will subject the individual possessing the item(s) to discipline pursuant to school policy. Additionally, the student and/or visitor will be subject to criminal prosecution, including arrest, detention, and/or incarceration.
8. Any item(s) that is not prohibited as an illegal firearm(s), weapon(s), and/or contraband will be returned to the individual at the conclusion of the search. A school official shall have the sole discretion with regard to the determination that the item(s) do not pose any threat to the health or safety of individuals within the facility and/or grounds.

Vehicle Idling Policy

Applicability:

The Life Skills Center does not own or operate any district-owned and/or contracted school buses; however, the following policy will be implemented for any vehicle on school property.

Rationale

Diesel exhaust from idling vehicles can accumulate in and around the vehicle and school and pose a health risk to children, drivers and the community at large. Exposure to diesel exhaust can cause lung damage and respiratory problems. Diesel exhaust also exacerbates asthma and existing allergies, and long-term exposure is thought to increase the risk of lung cancer. Idling vehicles also waste fuel and financial resources.

Purpose

Eliminate all unnecessary idling by vehicles such that idling time is minimized.

Guidance

1. When vehicles arrive at loading or unloading areas to make deliveries to the school they should turn off their vehicles as soon as possible to eliminate idling time and reduce harmful emissions. The vehicle should not be restarted until it is ready to depart and there is a clear path to exit the pick-up area. Exceptions include conditions that would compromise passenger safety, such as:
 A. Extreme weather conditions
 B. Idling in traffic
2. Buses should not idle while waiting for students during field trips, extracurricular activities or other events where students are transported off school grounds.
3. All service delivery vehicles shall turn off the engines while making deliveries to school buildings.

Wellness Policy

With the passing of the Child Nutrition and Women, Infants, and Children WIC Reauthorization Act of 2004 by Congress, the school recognizes the role it can play in building nutrition knowledge and skills in children to promote healthy eating and physical activity choices. This law requires local education agencies participating in a program authorized by the National School Lunch Act or the Child Nutrition Act of 1966 to develop a local wellness policy. The objectives of the wellness policy are to improve the school nutrition environment, promote student health, and reduce childhood obesity.

The main goal of nutrition education is to influence students' eating behaviors. Healthy eating patterns are essential for students to achieve their full academic potential, full physical and mental growth and lifelong health and well-being. Healthy eating is demonstrably linked to reduced risk for mortality and development of many chronic diseases. Schools and school communities have a responsibility to help students acquire the knowledge and skills necessary to establish and maintain lifelong healthy eating patterns.

The purpose of this policy is to ensure a total school environment that promotes and supports student health and wellness, helps to reduce childhood obesity, and meets the requirements of the Child Nutrition and Women, Infants and Children WIC Reauthorization Act of 2004. These requirements include, but are not limited to the following:

- Goals for nutrition education, physical activity and other school-based activities designed to promote student wellness;
- Nutrition guidelines for all foods available during the school day;
- A plan for measuring implementation including designating one or more persons charged with operational responsibility; and
- Involving parents, students, school food service providers if available, school administration, and the public in developing a wellness program

CRISIS EMERGENCY MANAGEMENT PLAN FOR

The Life Skills Center of Summit County (OH)



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FORWARD

This LifeSkills Center ("LSC") Crisis/Emergency Procedure Manual (the "Manual") has been developed to provide a readily-available source of information and guidance on the policies and procedures that are to be utilized in the event of an unexpected crisis or emergency. The procedures contained within this Manual were designed to afford each Administrator and his or her Crisis/Emergency Response Team (the "Response Team") to (1) act decisively, (2) maintain control of the School and its students, (3) minimize or abate the hazards and dangers associated with unexpected emergencies, and (4) anticipate and address future emergencies through proper training and preventative measures. It is the overriding purpose of the Manual to provide and help ensure the safest environment possible for our students, staff, parents and community.

GENERAL SAFETY

To ensure the *general* safety of all individuals, each LSC School Leader will be responsible for the following:

1. Clearly and conspicuously post, on the exterior School door, signage that contains a statement that all visitors must first report to the School administration office;

2. Requiring that all visitors who report to the School administration office wear some form of identification at all times while the visitor is on School premises;

3. Establishing a Crisis/Emergency Response Team;

4. For pandemic threats, as detailed in this Manual, the President of LifeSkills will establish an LSC Emergency Response Team ("ERT"). The Crisis/Emergency Response Team will work closely with the ERT in the event of a pandemic threat.

5. Ensuring that School Police Officers or Security Officers are on duty to help prevent emergencies and crises from escalating and to assist in maintaining control of the School and its students; and

6. Equipping the School, the Response Team and other staff with emergency supplies and "Go Kits" at all times, including by way of illustration, flashlights, new batteries, first aid kits and cell phones or walkie-talkies.

CRISIS/EMERGENCY CONTRACT DIRECTORY

CONTACT	TELEPHONE NUMBER
Fire Department	
▪ Emergency	911
▪ Non-Emergency	330-375-2252
Police Department	
▪ Emergency	911
▪ Non-Emergency	330-375-2252
Life*Skills* Board Member(s)	
Board President – Brian Mauzy	216-570-7270
Key LSC Personnel	
▪ Administrator – Jennifer Ciptak	330-524-2236
▪ Life*Skills* Direct Contact	330-745-3678
▪ Life*Skills* President – Mark Rice	330-535-6868
City/County Support Services	
▪ Ohio Department of Jobs and Family services	330-643-7200
▪ Children's Services	330-379-9094
▪ Child Abuse Hotline	330-434-5437
▪ Crisis Intervention Center – Rape crisis	330-434-7273
▪ Ohio Department of Health	1-800-755-4769
▪ Ohio Department of Education	1-877-644-6338
▪ County Health Department	330- 923-4891
▪ Local Health Department	330-375-2430
▪ Local Juvenile Court	330-643-2915
▪ Local Hospital – Akron Children's Hospital	330-543-1000
▪ Local Hospital # 2 – Akron City Hospital ▪ Local Hospital #3 – Akron General Medical Center	330-375-3000 330-344-6000
Utilities	
▪ Gas	1-877-542-2630
▪ Electricity	1-800-646-0400
▪ Water	330- 375-2554
▪ Phone	

* * * NOTE * * * Local reference number to be included by Leader Response Team Member

EMERGENCY/SAFETY EQUIPMENT LOCATIONS

All LSCs are to be equipped with the following emergency kit and supplies:

1. A standard first aid kit including scissors, bandages, and antibacterial wipes.
2. A basic tool kit including two flashlights, a battery operated radio, and spare batteries.
3. One blanket.
4. Plastic sheeting for protecting electronic equipment from water damage.

Emergency equipment is to be stored at the following locations:

Flashlights – Copy room/LMS Coordinators office

First Aid Kits – Copy room/LMS Coordinators office

Fire Extinguishers – front lobby and staff lounge

Crisis/Safety Alarm – front lobby, lab 1, lab2, transition lab, off-line 2, vestibule

LSC Alarm Keypad – front lobby and at back door

EVACUATION SITE INFORMATION

Evacuation Site ____.....

Evacuation Site ____.....

Tornado Evacuation

Safe Facility

Fire Drill Code _____.....

Fire Drill Code _____.....

* * * NOTE * * * Locations to be filled in by Leader Response Team Member

CRISIS/EMERGENCY PLANNING - OVERVIEW

1. Each LSC will establish a Crisis/Emergency Response Team (the "Response Team") consisting of:

 a. The Administrator

 b. The Assistant Administrator (where applicable)

 c. The Family Advocate

 d. The Purchasing/Personnel Secretary

 e. Others to be named - as determined by the LSC Administrator

2. It will be the Response Team's responsibility to review this Manual and to alter it to fit their respective LSC's situation and local needs and operations.

3. In the event of a crisis/emergency, please immediately notify your Life*Skills* direct contact.

4. Follow all media guidelines. All media contact will be conducted by your Life*Skills* direct contact or his/her designee.

5. The Administrator and the Life*Skills* direct contact (or their designees) will have access to command posts established by fire or law enforcement agencies or both.

6. Staff members shall report crisis/emergency events to their Administrator or Assistant Administrator, where applicable.

7. The Administrator or Assistant Administrator (where applicable) will be the only responsible parties to communicate to the Life*Skills* direct contact.

8. Each LSC will designate an approved pre-determined safe area to take students in the event that the LSC building is uninhabitable. Ideally, this will be a building location in close proximity to the LSC and sufficiently close to enable LSC students to quickly and safely be temporarily housed in the event of an emergency/crisis. However, in some cases, more than one building will have to be designated and the students directed/escorted to the appropriate pre-determined location.

9. In any type of crisis/emergency situation, staff will remain with students until the situation has been resolved and abated. Some staff members may be requested to leave students so that they may assist emergency personnel.

10. The Administrator will meet with his/her Response Team on a periodic basis to review procedures.

11. The Administrator and the Response Team will meet with the staff no fewer twice a year to review procedures.

SPOKESPERSON & PARENTAL NOTIFICATION

One of the important aspects of managing a crisis/emergency event is to make proper, optimum, and accurate communication to students, parents, and the general public.

Life*Skills* will handle communications to the general public. The LSC Administrator will handle communications to parents and students.

As with any communication, it is vital that information be accurate. Any inaccurate information only creates rumors and mistrust. Do not offer assurances that a particular crisis event could never happen again.

Prior to opening day each school year, each enrolled student and the student's parent will be notified of the parental notification procedures in the school's protocol for responding to threats and emergency events. Parents will be notified of any emergency/crisis situations by LSC telephone notification procedures, including the use of AlertNow™ (or other designated auto-dialer service as contracted) a rapid communication service that communicates information to parents and students by telephone messaging. LSC may also utilize general media outlets to communicate information related to a crisis or emergency event, such as school closure due to inclement weather.

CRISIS/EMERGENCY: GENERAL PROCEDURAL CHECKLIST

The following is a list of items that an Administrator may wish to consider when contemplating a response to a crisis.

1. Determine the facts surrounding the crisis.

2. Assess the degree of impact on the school. How many students will be affected and to what degree?

3. Notify the appropriate Response Team personnel.

4. Determine level of response required. Can site resources manage the crisis or will assistance from a crisis intervention team be needed?

5. Notify your Life*Skills* direct contact immediately following a crisis which occurs at school, who will then determine if other LSC sites will be affected. If so, he or she will be responsible that proper notice is communicated to them.

6. Contact the family(ies) of the crisis victim(s).

7. Determine what information is to be shared with students, staff, and parents. Communicate with your direct Life*Skills* contact to determine what information needs to be shared with the media.

8. Determine how the information is to be shared - written bulletins and/or letters, parent meetings, assemblies, phone calls, classroom presentations/discussions, etc.

9. Initiate triage and referral process
 a. Make referral forms available to staff

b. Designate who will maintain the referral list and where it will be kept
c. Designate interview/counseling locations
d. Distribute a summary of referrals to appropriate staff
e. Establish a procedure for self-referral

11. Identify high-risk students and plan interventions
 a. Designate who will maintain the high-risk list and where it will be kept
 b. Decide upon interventions. Options include individual meetings, group counseling, classroom activities, staff meetings, and referrals to community agencies.

12. Hold a staff meeting - review crisis facts, and discuss intervention plan

13. Activate the base of your operations
 a. Set up a sign-in/sign-out system
 b. Set up a message board
 c. Give each crisis team member an ID badge so the individual is easily identified

14. Computers, attendance registers, and lockers. In case of a student's death, delete the name from computers, attendance registers, and lockers. Be sure no one calls reporting the student absent.

15. Debriefing held at the end of each day
 a. Review the intervention process
 b. Review the status of referrals
 c. Prioritize needs
 d. Plan follow-up actions
 e. Provide mutual support

16. Schedule a morning planning session

17. Plan memorials

18. Demobilize and evaluate the crisis response

FIRE/TORANDO GENERAL GUIDELINES

GENERAL FIRE DRILL AND EVACUATION GUIDELINES

1. Any fire or rumor of a fire requires a complete evacuation of the building.

2. Frequently, fire alarms are not connected directly to the Fire Department. To ensure complete safety, a 9-1-1 call will be made and the building fire alarm system will be activated in the event of a building fire. In the event of fire, the Administrator will make a thorough assessment of the potential threat to ascertain that the directive to contact 9-1-1 emergency responders should be given. In such an event, the Administrator or his or her authorized designee will contact the 9-1-1 emergency responder or the local fire department or both and provide

 a. The name of the school;

 b. The physical address of the school; and

 c. The location and, if available, the severity of the emergency (*i.e.*, location of fire).

3. Practice evacuation fire drills shall be held in accordance with State and local rules and regulations. The Response Team will instruct and train LSC students by means of drills or rapid dismissals at least nine times during the school year at the times and frequency prescribed by State and local rules, so that such students in a sudden emergency may leave the building in the shortest possible time without confusion.

4. Do <u>not</u> call 9-1-1 for practice drills, however, the proper authorities do need to know ahead of time when a practice drill is going to take place. A written record of the date, time, etc., must be kept in the office. The Administrator (or his/her designee that is responsible for conducting fire drills) will file a copy of the fire drill records containing the information as set forth below and other information required by the fire marshal for inspection verification with the fire marshal. When required by the fire code official, such fire drill records will also be submitted to the firefighting agency having jurisdiction that conducts inspections of the subject facility. Such fire drill records will be submitted within the first three months and again during the last three months of the LSC's operation during each school year.

5. Fire drill records, as described in paragraph 4 above, will contain the following information:

 d. Identity of the person conducting the drill.

 e. Date and time of the drill.

 f. Notification method used.

 g. Staff members on duty and participating.

 h. Number of occupants evacuated.

i. Special conditions simulated.

j. Problems encountered.

k. Weather conditions when occupants were evacuated.

l. The time required to accomplish a complete evacuation.

6. Each LSC will designate a safe area outside the building for students and staff to assemble (the "Assembly Point"). This Assembly Point must be a minimum of 200 feet from the building.

7. Each room within the LSC will have a floor plan with evacuation routes posted in a conspicuous and clear manner near the hallway door. The floor plan will note the following information:

a. Exits

b. Primary evacuation routes.

c. Secondary evacuation routes.

d. Accessible egress routes.

e. Areas of refuge.

In addition, a floor plan will be kept on file with the Administrator that notes, in addition to the items listed in paragraph 7(a) through (e), the locations of:

a. Manual fire alarm boxes.

b. Portable fire extinguishers.

c. Occupant-use hose stations.

d. Fire alarm annunciators and controls.

8. Each LSC will maintain a site plan. The site plan will note the following information:

a. The student Assembly Point.

b. The locations of fire hydrants.

c. The normal routes of fire department vehicle access.

9. In the event of a fire emergency, the Administrator or his or her authorized designee will:

a. Make a thorough assessment of the incident to ascertain that the directive to evacuate the building should be given;

b. Check with the School Safety Officer(s) that the outside perimeter of the school grounds is safe for students to gather;

c. Issue the directive to evacuate the building to the evacuation location by means of the School's PA (public announcement) system;

d. Issue the directive to evacuate the building (noting whether students should meet at Assembly Point). Attendance will be taken immediately upon reaching the Assembly Point. The results of this attendance must be communicated to an Administrator (or his/her designee) as soon as possible;

e. Notify 9-1-1 emergency responders, if necessary;

f. Set up command post and inner and outer perimeter sites;

g. Coordinate Crisis/Emergency Response Team activities, and if necessary; activate runners (unassigned teachers/staff) if the PA system is not operable;

h. If a crisis is located in a specific section of the School building, assign school personnel to re-direct students out of the building (*i.e.*, adjust evacuation routes to keep students from walking "down-wind" from the building (direction of smoke and fumes);

i. Ensure a 100% accounting of students is conducted every half hour until the emergency is abated;

j. Ensure that restrooms, out-of-the-way places, and hallways have been checked for students not physically present in their classrooms at the time the emergency is announced;

k. Ensure that no students return to the area until health/emergency responders give authorization for students and teachers to re-enter the school building. A return to the building will only take place when an Administrator gives the "all clear" signal noting that the emergency has been abated.

l. Complete all necessary forms and attend de-briefing sessions with the Crisis/Emergency Response Team, as dictated by the Manual.

m. To accommodate situations where students and staff cannot immediately return to their building, students and staff will proceed to the pre-determined safe facility as noted in this Manual.

9. Generally, LSC does not engage in educational activities involving exposure to any hazardous materials. Check one below and provide listing of major fire hazards, if applicable.

☐ No specific, major fire hazards have been identified that are unique to any hazardous materials and/or processes engaged by the LSC on site.

☐ Fire Hazards as noted below:

Fire Hazard	Location

TORNADO

1. Unlike a fire evacuation, a tornado evacuation is from one place within the building to a safe place within the building. Do NOT go outside.

2. Each LSC will have a properly functioning weather-alert radio.

3. Each room within the LSC will have an evacuation route posted in clear view near the hallway door.

4. Predetermined safe areas WITHIN the building will be designated for students and staff to report to. The following guidelines need to be considered:

 a. Lowest floor - below ground level if possible.

 b. Near the center of the building.

 c. Away from windows and glass.

 d. Hallways.

 e. In rooms/spaces with short ceiling spans.

6. The fire alarm system will NOT be used as a weather emergency alert. The PA system may be utilized.

7. Students and staff should kneel, face the interior wall, and cover the back of their neck and head.

8. The Administrator will submit a clear, comprehensive, detailed and legible drawing to the local fire official, showing the building floor plan and designated tornado shelter areas. Each room or area shown will be clearly indicated as to its particular use. A copy will be maintained in the Administrator's office of each LSC for examination by the fire marshal or local fire official.

9. Tornado drills will be conducted at least once a month whenever school is in session during the tornado season. For the purpose of this Manual, "tornado season" is the period from the first day of April to the last day of July. A record of such drills will be maintained in the office of each school for examination by the fire official

10. Whenever practicable, the following guidelines will be followed in regards to designation of areas to be used as tornado shelters:

 a. Whenever possible, designate areas which are located below ground level, in the core of the building, in rooms or spaces with short ceiling spans, and on the leeward side. The farther the area is below ground level, the greater the protection. In any event, the area should be on the lowest floor, in the center of the building, and in a corridor or small room.

 b. First aid kits and supplies should be in or close to the tornado shelter area(s).

 c. Avoid walls of glass, windows, skylights, and areas containing trophy cases or other fixtures of glass.

 d. Avoid load-bearing walls and exterior walls, especially those on the windward side or facing the south, southwest, or west.

 e. Avoid corridors which are not baffled with a wall or walls and that open to the south, southwest, or west.

 f. Avoid an area with only one exit, unless overriding considerations should prevail.

 g. Avoid rooms or areas which are locked, since they may not be readily accessible during an emergency.

 h. Avoid, absolutely, chimneys and the use of cars, buses, and modular classroom buildings.

 i. Avoid rooms or spaces with long ceiling spans, that are opposite openings or doorways that lead into rooms with windows in exterior walls, or that are within the unprotected, falling radius of higher building components.

CRISIS/EMERGENCY RESPONSE PROCEDURES

Crisis event: **Fire/Explosion**

Goals: **Evacuation of building** - To move all students and staff to assigned safe area(s) - away from building.

Code: **Fire alarm - Call 9-1-1**

Procedures for:

Administrator(s):

1. Make a thorough assessment of the incident to ascertain that the directive to evacuate the building should be given;
2. Check with the School Safety Officer(s) that the outside perimeter of the school grounds is safe for students to gather;
3. Issue the directive to evacuate the building to the evacuation location by means of the School's PA (public announcement) system;
4. Issue the directive to evacuate the building (noting whether students should meet at Assembly Point). Attendance will be taken immediately upon reaching the Assembly Point. The results of this attendance must be communicated to an Administrator (or his/her designee) as soon as possible;
5. Notify 9-1-1 emergency responders, if necessary;
6. Notify your direct Life*Skills* contact;
7. Set up command post and inner and outer perimeter sites;
8. Coordinate Crisis/Emergency Response Team activities, and if necessary;
 activate runners (unassigned teachers/staff) if the PA system is not operable;
9. If a crisis is located in a specific section of the School building, assign school personnel to re-direct students out of the building (*i.e.*, adjust evacuation routes to keep students from walking "down-wind" from the building (direction of smoke and fumes);
10. Ensure a 100% accounting of students is conducted every half hour until the emergency is abated;
11. Ensure that restrooms, out-of-the-way places, and hallways have been checked for students not physically present in their classrooms at the time the emergency is announced;
12. Ensure that no students return to the area until health/emergency responders give authorization for students and teachers to re-enter the school building. A return to the building will only take place when an Administrator gives the "all clear" signal noting that the emergency has been abated.
13. Complete all necessary forms and attend de-briefing sessions with the Crisis/Emergency Response Team, as dictated by the Manual.
14. To accommodate situations where students and staff cannot immediately return to their building, students and staff will proceed to the pre-determined safe facility as noted in this Manual.

Teachers:

1. Move students out of rooms and building, according to posted evacuation routes, in a safe, but efficient manner
2. Move students to designated Assembly Point away from building
3. Maintain quiet and order during evacuation
4. Isolate fire by closing all doors (do not lock doors)
5. Take attendance and report missing students to Administrator
6. Remain with students until further instructions are given

Advocates (Counselors):

1. Assist clearing students from halls, restrooms, and common areas
2. Isolate fire by closing all doors
3. Take staff attendance and report to Administrator
4. Evacuate building
5. Report to Administrator for further instructions, if not supervising students

Purchasing/Personnel Secretary

1. Assist with building evacuation
2. Isolate the fire by closing all doors
3. Record attendance reports from teachers
4. Assist Administrator as necessary

Crisis/Emergency Response Team:

1. Assist with building evacuation verifying that the doors are closed but NOT locked.
2. Report to Administrator for further instructions, if not supervising students
3. Any other duties as assigned by the Administrator
4. Evaluate procedures set forth in Manual

CRISIS/EMERGENCY RESPONSE PROCEDURES

Crisis event: **Tornado**

Goals: **Evacuate to in-building shelter**
To move all students and staff to assigned shelter areas inside building.

Code: **Weather or PA announcement**

Procedures for:

Administrator(s):

1. Activate weather warning or make PA announcement
2. Notify your direct Life*Skills* contact
3. Supervise moving students to designated in-building shelter areas
4. Compile attendance information as reported from teachers
5. Locate and secure all missing students, if necessary
6. Monitor weather radio for all clear by taking radio to the shelter area.

Teachers:

1. Move students out of rooms to designated shelter areas and halls, in a safe, but efficient manner
2. Put students in safety position - kneeling with hands covering back of neck and head, facing interior wall
3. Maintain quiet and order
4. Take attendance and report missing students to Administrator
5. Remain with students until further instructions are given
6. If time permits and circumstances require students to remain in classrooms, move desks and tables to center of room and take shelter under them

Advocates (Counselors):

1. Assist clearing students from halls, restrooms, and common areas
2. Move to shelter areas
3. Report to Administrator for further instructions when all clear is sounded

Secretary

1. Listen to radio when weather conditions are ominous
2. Alert Administrator of Tornado "*Watches*" and "*Warnings*"
3. Proceed to shelter areas when alarm sounds.
4. Record attendance reports from teachers
5. Assist Administrator as necessary

Crisis/Emergency Response Team:

1. Assist clearing students from halls, restrooms, and common areas
2. Move to shelter areas
3. Report to Administrator for further instructions when all clear is given
4. Any other duties as assigned by the Administrator

MEDICAL EMERGENCY RESPONSE PLAN

General Information

1. Always call 9-1-1 first in case of an emergency.

2. Contact parents/relatives as listed on emergency information cards.

3. First Aid charts should be posted in high-risk areas in each building (student lounge, staff lounge).

4. A list of staff in each building who have first aid and/or CPR training should be posted or accessible to the Administrator.

5. First aid supplies should be readily available in designated places within the school building.

6. Emergency information forms should be completed by parents and on file in the school office.

7. School personnel may NOT take students off school grounds without copies of their emergency medical forms.

8. If no emergency information is on file for an injured student or if the parent cannot be contacted, 9-1-1 should be called to assess the injury.

9. The Administrator should always be contacted for serious illness or injury.

10. An accident report should be filed for each incident on school property in which a student or staff member is injured. The staff member in charge during the time of the incident is responsible for filling out this report.

11. Student and staff allergies and other medical conditions should be noted along with emergency response procedures.

MEDICAL EMERGENCY RESPONSE PLAN

First Aid Protocol

1. Minor injuries/illnesses - follow standard first aid procedures

 Abrasions
 Insect stings/bites
 Minor burns
 Nosebleeds

2. Serious injuries/illnesses - *contact Administrator and parent*

 Severe abdominal pain

Fever – 100 degrees and up
Sprains
Frostbite

3. Serious injuries/illnesses - *contact Administrator and parent (medical consultation desirable within one hour)*

 a. Lacerations
 b. Bites and stings - if allergy exists
 c. Burns and blisters
 d. Accidental loss of tooth
 e. Acute emotional state
 f. Moderate reactions to drugs
 g. High fever - above 103 degrees
 h. Asthma/wheezing
 i. Non-penetrating eye injury

MEDICAL EMERGENCY RESPONSE PLAN

Life Threatening Injury

1. Serious injury/illness - **Call 9-1-1**, *contact Administrator, contact parent*

 a. Convulsions
 b. Insulin reaction
 c. Internal bleeding
 d. Coronary occlusion
 e. Dislocations and fractures
 f. Unconscious states
 g. Heat reactions
 h. Major burns
 i. Drug overdose
 j. Head injury with loss of consciousness
 k. Penetrating eye injuries
 l. Seizure

2. Emergency injuries/illness - **Call 9-1-1**, *contact Administrator, contact parent*

 a. Acute airway obstruction
 b. Cardiac/respiratory arrest
 c. Near drowning
 d. Massive external or internal hemorrhage
 e. Poisoning
 f. Neck or back injury
 g. Heat stroke
 h. Chemical burns of the eye
 i. Chest wounds
 j. Pregnancy Complications

CRISIS/EMERGENCY RESPONSE PROCEDURES

Crisis event: **Injury**

Goals: **First Aid**
To administer appropriate, immediate first aid

Code: **None**

Procedures for:

Administrator(s):

1. Check emergency information for allergies and other medical instructions
2. Contact the Administrator and 9-1-1, if necessary
3. Apply appropriate first aid until nurse/emergency squad arrives
4. Notify parents

All Staff:

1. Send/bring student to office for treatment, if possible
2. Apply appropriate immediate first aid until trained personnel arrives
3. Give written account of injury
4. Fill out accident report and submit to Administrator

Secretary

1. Pull student emergency information form for parent contact
2. Contact emergency squads, if necessary
3. Apply appropriate first aid until nurse/trained personnel arrives

Crisis/Emergency Response Team:

1. Identify students who need support services
2. Monitor support services
3. Evaluate procedure
4. Any other duties as assigned by the Administrator

CRISIS/EMERGENCY RESPONSE PROCEDURES

Crisis event: **Life threatening injury**

Goals: **First Aid**
To administer appropriate, immediate first aid

Code: **Call 9-1-1**

Procedures for:

Administrator(s):

1. **Call 9-1-1**
2. Check emergency information for allergies and other medical instructions
3. Apply appropriate first aid until nurse/emergency squad arrives
4. Notify parents

All Staff:

1. Immediately notify Administrator
2. Do not attempt to move student
3. Apply appropriate immediate first aid until trained personnel arrives
4. Give written account of injury
5. Fill out accident report and submit to Administrator

Secretary

1. Pull student emergency information form for parent contact
2. Contact CERT, if necessary
3. Apply appropriate first aid until nurse/trained personnel arrives

Crisis/Emergency Response Team:

1. Identify students who need support services
2. Monitor support services
3. Evaluate procedure
4. Any other duties as assigned by the Administrator

CRISIS/EMERGENCY RESPONSE PROCEDURES

Crisis event: **Pandemic Threat (including H1N1 Response Plan)**

Goals: **Reduce risk to the health and safety of students, teachers, staff, parents and visitors**
Continue to meet education mission of school during a pandemic

Code: **None - contact Life*Skills* direct contact**

Procedures for:

A. **Responsibilities during a Pandemic**

1. The Life*Skills* President (the "President") will have overall responsibility for LSC's response to a pandemic.

2. The President has delegated to the LSC Emergency Response Team ("ERT") authority to manage LSC's response to a pandemic (such as H1N1).

3. The ERT will coordinate LSC's response to a pandemic (such as H1N1) with local school districts, the Ohio Department of Health, the Ohio Department of Education and local health districts.

4. Each School and administrative unit is responsible for implementing its Continuity of Operations Plan (the "Continuity Plan").

5. Life*Skills* will be responsible for implementing any online instructional continuity plans in the event of extended School closures as a result of a pandemic.

6. Life*Skills* will communicate with each LSC School on a timely basis during a pandemic.

7. The ERT will develop methods for informing LSC staff, students and parents on where up-to-date information on the pandemic can be found and how it will be communicated during a pandemic.

8. The President, by and through the ERT or his/her authorized designee(s), will be responsible for communicating official directives and information from LSC to the media (the "Communication Plan").

9. The Communication Plan will include:

 a. Updates on LSC website as an official source of information on LSC response to a pandemic.

 b. Periodic e-mails to staff and students on LSC's response to a pandemic.

 c. As appropriate, use of social networking systems to communicate information during a pandemic.

10. Communicate with external groups (such as government agencies and parents) during a pandemic.

11. The Life*Skills* President and the Vice President of Governance and Corporate Compliance will be the primary contacts with local, State and Federal health agencies.

B. **Continuity of Operations**

1. Reduction of LSC Operations, School Closures and Cancellation of Classes and Public Events

 a. The Life*Skills* President, or his or her designee, will determine whether to reduce the level of LSC operations, cancel classes, cancel public events, or close any School. The following factors will be considered when making that decision:
 i. Directives from the Federal and State government, including those from the U.S. Department of Health and Human Services, the Center for Disease Control, the Ohio Department of Health, the Department of Education and local health departments;

 ii. Actions by other school districts, businesses and social service delivery providers that affect LSC operations;

 iii. Transportation systems or public school closures;

 iv. Availability of teachers, staff and other LSC employees; and

 v. Other factors related to a pandemic.

 b. The School must first contact the President before cancelling classes or events prior to an official closing or cancellation by LSC. The Administrator does NOT have the authority to close a school without first contacting the President and receiving such authority.

2. Academic Continuity

 a. Each School will determine how to ensure the continuity of its academic programs. In the event of disruption in classes, each School will determine the appropriate changes to make to its academic calendar. The Life*Skills* President or his/her designee, after consultation with the Board of Directors, must approve changes to the academic calendar.

 b. The ERT, together with its contracted technology provider, will develop plans for online instructional continuity during a pandemic.

3. Vaccination Plan

 a. If a vaccine or medical treatment is available to help prevent a pandemic (such as for H1N1), the vaccine or medical treatment will not be provided to staff and students by LSC. LSC will provide information for staff, students and parents

about the availability of the vaccine in accordance with Government guidelines. LSC will provide information by way of distribution of publications to staff, employees, students and parents regarding available resources to obtain any vaccine or medical treatment.

b. Timely information will be provided regarding availability of the vaccine and/or medical treatment and local locations of clinics.

C. **Infection Control**

1. Infection Control and Prevention

a. LSC will follow CDC recommendations regarding infection control and prevention practices during a pandemic. Life*Skills* will provide administrators, teachers, staff, employees and students information on infection control practices and make available infection control equipment.

b. Current CDC recommendations on infection control and prevention strategies can be found at: http://www.cdc.gov

c. LSC will post information on disease prevention methods.

d. CDC brochures and flyers on pandemic threats, such as H1N1, are found at http://www.cdc.gov/h1n1flu/flyers.htm and http://www.cdc.gov/germstopper/materials.htm

2. Monitoring

a. The Administrator or his/her authorized designee will monitor daily and weekly student attendance and absences due to illnesses associated with any pandemic.

b. The Administrator will communicate daily and weekly Average Daily Attendance and student absences to the Life*Skills* direct contact.

c. The Administrator will provide education and information to staff, employees, students and parents about pandemic threats, including information about H1N1 and its detection and prevention.

3. Infection Prevention Supplies

a. The ERT will be responsible for procuring and storing adequate infection prevention supplies for pandemic threats (such as H1N1)

D. Students

1. LSC will inform students of its response to a pandemic (such as H1N1)

2. Students exhibiting symptoms associated with a pandemic will be dismissed from school. Students are to return to school only after the illness or symptoms have

abated for an appropriate period of time consistent with federal, state and local guidelines from regulatory agencies and health care practitioners.

3. LSC social worker will provide counseling to students who may desire such during a pandemic.

4. LSC will inform students of changes in their educational requirements, changes to the academic calendar, and other items related to their education resulting from a pandemic.

CRISIS/EMERGENCY RESPONSE PROCEDURES

Crisis event: **Hazardous Chemicals**

Goals: **Evacuation of building**
To move all students and staff a safe distance from chemical spill

Code: **CALL 9-1-1** - Announce "There has been a chemical spill in(at)...Give as much information as possible, i.e., chemical name, size of spill, injuries, location in building.

Procedures for:

Administrator(s):

1. Announce "*Safe Exits*" based on fire drill routes
2. CALL 9-1-1
3. Oversee evacuation of students to a safe distance from building
4. Notify your direct Life*Skills* contact

Teachers:

1. Evacuate according to announced procedures
2. Take attendance. Account for all students
3. Remain with students
4. Follow additional evacuation instructions from Administrator
5. Refer questions from media to Administrator who will in-turn direct them to Life*Skills*.

Advocates (Counselors):

1. Evacuate building
2. Report to Administrator for additional instructions
3. Provide student support/counseling services as necessary

Secretary

1. Assist Administrator with notifying fire/police
2. Assist Administrator with evacuation
3. Record attendance reports from teachers
4. Report to Administrator for additional instructions

Crisis/Emergency Response Team:

1. Evacuate building
2. Report to Administrator for additional instructions, if not supervising students
3. Provide student support services as necessary
4. Evaluate procedure
5. Any other duties as assigned by the Administrator

POWER OUTAGE: GENERAL INFORMATION

1. Building Administrator should assign one person the responsibility of checking emergency lighting and equipment weekly - preferably the custodian.

2. Flashlights and other emergency lighting should be readily available to office personnel and staff. Extra batteries should always be on hand.

3. Administrator, or his/her designee, will contact the utility company for an estimate of the length of outage.

4. Maintenance personnel in each building should make a list of what needs to be turned off in case of power outage or "brown-out." This list should be posted in high-usage areas.

5. Notify Life*Skills* direct contact if LSC systems are affected seriously and early dismissal is necessary.

6. First, check to see if prearranged off-site facilities are with power. If not, institute plan for students/staff to go to that facility. Otherwise, follow procedures for Emergency Dismissal.

CRISIS/EMERGENCY RESPONSE PROCEDURES

Crisis event: **Power/Utilities Outage**

Goals: **Safety/comfort of all students and staff**
Contain situation until power is restored

Code: **No need for alarm - announce to students/staff that the situation is temporary and keep them informed of repairs**

Procedures for:

Administrator(s):

1. Contact maintenance personnel to appraise the situation
2. Notify Life*Skills* direct contact
3. Inform students and staff of situation and give immediate instructions
4. Determine if a move to a prearranged facility is necessary

Teachers:

1. Reduce power consumption in classroom by turning off computers, audio/visual equipment, etc so that equipment is not damaged by a power surge when the power is restored.
2. Assure comfort of students if air conditioning system fails
3. Keep students in room under supervision

Advocates (Counselors):

1. Assist clearing students from halls, restrooms, and common areas
2. Report to Administrator for further instructions if not supervising students

Secretary

1. Turn off office equipment
2. Assist Administrator as necessary

Crisis/Emergency Response Team:

1. Report to Administrator for instructions if not supervising students
2. Evaluate procedure
3. Any other duties as assigned by the Administrator

CRISIS/EMERGENCY RESPONSE PROCEDURES

Crisis event: **Inclement Weather**

Goals: **Safety of all students and staff**
Timely communication to students, parents and staff in the event of school closure

Code: **No need for alarm**

Procedures for:

Administrator(s):

1. The Administrator has the authority to close or delay the opening of the School due to extreme weather conditions, if after consulting with Life*Skills* direct contact, it is apparent that the safety of students and staff is in question
2. Assess the situation. Monitor local school district action on school closure due to extreme weather. Monitor local weather reports.
3. Notify Life*Skills* direct contact.
4. Notify media outlets of school closure.
5. Ensure that parents, guardians, students and staff are notified of any school closure due to extreme weather conditions.
6. Ensure that students are safely dismissed from school in the event of early closure and that reasonable and age appropriate provisions are made for the students' safe return to home.
7. **For Extreme Weather Conditions Which Occur during the School Day**
 a. The Administrator should assess the situation. Monitor local school district action and local weather reports concerning school closure during the day due to extreme weather.
 b. Notify Life*Skills* direct contact should a severe weather condition such as a snowstorm develop during the school day and should the Administrator become concerned about the safety of students and staff when traveling home.
 c. In consultation with Life*Skills* direct contact, the Administrator may close the school early in the above circumstance. The Administrator is responsible for ensuring students are not released early from the school's supervision unless reasonable and age-appropriate provisions are made for safe return home.
 d. The Administrator is responsible for communicating school closure to parents and guardians through appropriate media channels and LSC's AlertNow™ or other comparable system.
8. **For Extreme Weather Conditions Which Develop Overnight**
 a. Should extreme weather conditions such as a severe snowstorm develop overnight, the Administrator may decide to close the school or delay its opening after consultation with appropriate authorities.
 b. The Administrator will make the final decision regarding school closure. After making the decision to close schools or delay opening, the Administrator will inform radio and television

stations regarding the details of the closure and request that an announcement be made by the news media. The Administrator is also responsible for notifying parents, guardians and students by way of the AlertNow™ or other comparable system.

c. Should unfavorable conditions continue, the Administrator will provide appropriate notification to various media outlets. A decision to reopen will be communicated in the same manner.

d. In the event of a school closure, administrative officers, exempt staff, non-teaching and teaching staff are expected to make every reasonable effort to attend their place of work. If unable to attend, staff members should contact their immediate supervisor.

Teachers:

1. Ensure that students are safely dismissed from school in the event of early closure and that reasonable and age appropriate provisions are made for the students' safe return to home.
2. Report to Administrator for further instructions if not supervising students

Advocates (Counselors):

1. Ensure that students are safely dismissed from school in the event of early closure and that reasonable and age appropriate provisions are made for the students' safe return to home.
2. Report to Administrator for further instructions if not supervising students

Secretary

1. Ensure that students are safely dismissed from school in the event of early closure and that reasonable and age appropriate provisions are made for the students' safe return to home.
2. Assist Administrator in notifying media, parents, guardians and students of school closure.
3. Report to Administrator for further instructions if not supervising students

Crisis/Emergency Response Team:

1. Ensure that students are safely dismissed from school in the event of early closure and that reasonable and age appropriate provisions are made for the students' safe return to home.
2. Report to Administrator for further instructions if not supervising students
3. Evaluate procedures.

VIOLENCE RESPONSE PLAN: GENERAL INFORMATION

1. Sound the Crisis Code to lock-down building and isolate area/individuals

2. The primary objective is to contain the situation to prevent further violence, if possible

3. Identify the leaders as soon as possible and begin negotiations with them to diffuse tensions

4. Attempt to dissolve the group and encourage students to return to classes

5. Work to to keep the group contained until police arrive

6. DO NOT attempt to break up the violent outbreaks without help from police or security guard.

7. Parents of disruptive students should be called immediately and instructed to remove their student from school grounds

8. Student suspension/expulsion procedures should be followed according to Board/School policy and established procedures

WHAT IS A LOCKDOWN?

Crisis event: Hostage - student or staff
Armed intruder

Goals: Safety of all
To contain first and diffuse immediate danger

Procedures for lockdown, the following should be kept in mind:

- Have a predetermined code to announce to staff. This should be secret and should not be written down. Once it is used, it should be changed
- Everyone should remain calm
- Make sure all hallways/restrooms/etc. are clear
- Lock all classroom doors. Move students to the most distant location from the classroom door
- Take attendance
- Maintain quiet
- Notify Life*Skills* direct contact

CRISIS/EMERGENCY RESPONSE PROCEDURES

Crisis event: **BOMB THREAT - TAKE ALL THREATS SERIOUSLY**

Goals: **Evacuation of building**
Move all students and staff to assigned "*evacuation sites*" away from the building

Code: **PA Announcement - CALL 9-1-1**

Procedures for:

Administrator(s):

1. Announce "*This is a fire drill - **code ___***"
2. Sound the fire alarm
3. Call 9-1-1
4. Notify your direct Life*Skills* contact
5. Supervise evacuation of building
6. Assure students are in designated "*evacuation site(s)*"
7. Compile attendance information as reported from teachers
8. Attempt to locate all missing students
9. Assist emergency personnel in searching the building.
10. Identify a Response Team member to supervise "*evacuation site*" and to sign out students to parents

Teachers:

1. Move students out of rooms and building, according to posted fire evacuation routes
2. Move students to designated "*evacuation sites*" away from the building
3. Maintain quiet and order during evacuation
4. Take attendance and report missing students to Administrator
5. Remain with students until further instructions are given
6. DO NOT TOUCH ANY UNUSUAL OBJECTS!
7. Inform Administrator or police officials immediately of anything suspicious

Advocates (Counselors):

1. Assist clearing students from halls, restrooms, and common areas
2. Evacuate building
3. Report to Administrator for further instructions
4. Report unusual objects and suspicious persons to Administrator or emergency personnel
5. Any other duties as assigned by the Administrator

Secretary

1. Remain calm
2. Keep caller on line (if this is the case)
3. Attempt to get as much information from the caller about the bomb as possible (refer to Bomb Threat Checklist)
4. Record information and alert Administrator
5. Stay at post during evacuation phase

6. Evacuate building once everyone clears

Others:

1. Report to Administrator to assist with evacuation

Crisis/Emergency Response Team:

1. Assist with building evacuation
2. Assist Administrator and emergency personal with search of building
3. Report to Administrator for further instructions
4. Evaluate procedure
5. Any other duties as assigned by the Administrator

It is easy to let a bomb threat rattle you. But your cool thoughts and attention to detail are vital to ensuring the safety of your building. Please become familiar with the following:

1. Keep the caller on the line as long as possible and ask. . .

When is the bomb going to explode?
Where is it now?
What does it look like?
What will make it explode?
What kind of bomb is it?
Did you place the bomb?
Why this building?
What is your address?
What is your name?

2. Write the exact words of the threat:

Familiar

breathing

Cracking

Whispered

Disguised

3. Note these details:

Time of call:_____
Caller's sex:_____
Approximate age:_____
Laughing
Culture:_____
Length of call:_____
Phone number called:_____
Do NOT hang up your receiver.

4. Check the following as you listen

Background noises:		**Caller's voice:**	
___	Animal	___	Calm
___	PA system	___	Nasal
___	Static	___	Angry
___	Machinery	___	Stutter
___	Local	___	Excited
___	Booth	___	Lisp
___	Street	___	Slow
___	Music	___	Raspy
___	Motors	___	Rapid
___	Voices	___	Deep

Language:		___	Ragged
___	Well-spoken (educated)	___	Deep
___	Irrational	___	
___	Foul	___	
___	Incoherent	___	
___	Taped	___	Soft
___	Message	___	Slurred
		___	Distinct
		___	Normal

		___	Crying
		___	Accent
		___	Other

CRISIS/EMERGENCY RESPONSE PROCEDURES

Crisis event: **Assault - Threatening crowds**

Goals: **Safety of all students/staff**
To contain first, then diffuse the situation

Code: **Crisis/Emergency Code**

Procedures for:

Administrator(s):

1. Isolate area
2. Evacuate students and staff to close-by designated *"safe area"*
3. Call 9-1-1
4. Notify direct Life*Skills* contact
5. Notify parents of disruptive students
6. Contain situation until police arrive

Teachers:

1. Follow lockdown procedures when Crisis/Emergency Code is announced
2. Move students to nearest designated *"safe area"* if not in room
3. Take attendance and report missing students to Administrator
4. Remain with students until further instructions are given
5. If not with students, help contain situation

Advocates (Counselors):

1. Assist clearing students from halls, restrooms, and common areas
2. Report to Administrator for further instructions
3. Assist police as necessary

Secretary

1. Prepare information on the students for parent contact
2. Coordinate information to be given to phone callers with Administrator
3. Monitor phones
4. Compile information from staff members about missing students
5. Contact school nurse, police, emergency squads, if necessary

Crisis/Emergency Response Team:

1. Identify students who need support services
2. Monitor support services
3. Evaluate procedure
4. Any other duties as assigned by the Administrator

CRISIS/EMERGENCY RESPONSE PROCEDURES

Crisis event: **Hostage - student or staff**

Goals: **Safety**
To control situation and prevent harm to hostage

Code: **Crisis/Emergency Code**

Procedures for:

Administrator(s):

1. Isolate area
2. Evacuate students and staff to close-by designated *"evacuation site"*
3. Call 9-1-1
4. Notify Life*Skills* direct contact
5. Call parents
6. Contain situation until police arrive

Teachers:

1. Follow lockdown procedures when Crisis/Emergency Code is announced
2. Move students to nearest designated *"safe area"* if not in room
3. Maintain quiet and order during evacuation
4. Take attendance and report missing/injured students to Administrator
5. Remain with students until further instructions are given

Advocates (Counselors):

1. Assist clearing students from halls, restrooms, and common areas
2. Report to Administrator for further instructions
3. Assist police as necessary

Secretary

1. Prepare information on the student/staff member for police
2. Coordinate information to be given to phone callers with Administrator
3. Monitor phones
4. Compile information from staff members about students

Crisis/Emergency Response Team:

1. Identify students who need support services
2. Develop intervention plan
3. Implement intervention plan
4. Monitor support services
5. Evaluate procedure
6. Any other duties as assigned by the Administrator

CRISIS/EMERGENCY RESPONSE PROCEDURES

Crisis event: **Missing student**

Goals: **Locate/verify the student's whereabouts**

Code: **Call 9-1-1**

Procedures for:

Administrator(s):

1. Conduct a search of building and grounds
2. Question teachers/classmates
3. Contact parents
4. Call 9-1-1
5. Notify Life*Skills* direct contact
6. Contain situation until police arrive

Teachers:

1. Notify Administrator as soon as student is determined to be missing
2. Question classmates
3. Remain with students until further instructions are given

Advocates (Counselors):

1. Assist searching halls, restrooms, and common areas
2. Report to Administrator for further instructions
3. Assist Administrator/police as necessary

Secretary

1. Prepare information on the student for police
2. Coordinate information to be given to phone callers with Administrator
3. Monitor phones

Crisis/Emergency Response Team:

1. Identify students who need support services
2. Evaluate procedure
3. Any other duties as assigned by the Administrator

CRISIS/EMERGENCY RESPONSE PROCEDURES

Crisis event: **Threat of armed intruder - Phase I**
Armed intruder/student - Phase II

Goals: **SAFETY** of all students and staff
DIFFUSE immediate danger

Code: **Crisis/Emergency Code**

Procedures for: **Threat of Armed Intruder - Phase I**

Administrators:

1. Assess situation, Administrator to post staff at strategic locations by determining location, weapon, and identification of intruder/student, if possible
2. Notify police by calling 9-1-1
3. Notify Life*Skills* direct contact

Secretary:

1. Assist Administrator in securing building and office
2. Remain by phones

Procedures for: **Armed Intruder/Student - Phase II**

Administrators:

1. Initiate Phase II when a person is on school grounds
2. Announce CRISIS/EMERGENCY CODE throughout the building for lockdown
3. Clear halls, common areas of students
4. Secure office and office personnel
5. Give all clear when appropriate

Teachers:

1. Respond to CRISIS/EMERGENCY CODE with lockdown procedures
2. Teachers without students should help clear halls and secure common areas
3. Keep students away from doors and windows
4. Teachers with outside duty should move students to designated safe areas away from building

Advocates (Counselors):

1. Report to office to assist Administrator
2. Assist authorities to diffuse situation, if required

Secretary

1. Assist Administrator in securing building and office
2. Remain by the phones

Others:

1. Report to Administrator

Crisis/Emergency Response Team:

1. Report to Administrator for further instructions, if not supervising students
2. Evaluate procedure
3. Any other duties as assigned by Administrator

COUNSELING STUDENTS ABOUT DEATH AND DYING

Death and dying have been taboo subjects for discussion in traditional American society for many years. When asked about death, most adults (including teachers and helping professionals) try to find ways of avoiding the subject or excuse themselves by expressing their inadequacy to discuss this subject with young people. As a result, many young people experience difficulty in learning effective ways of coping with death - especially the death of a sibling or friend. The following guidelines may be helpful in teaching students techniques for dealing with the death of a loved one.

1. Someone close to the student should explain death realistically and as a natural process. Words appropriate to the student's age and level of understanding should be chosen.

2. Students should be allowed to talk freely, ask questions, and express their emotions.

3. Avoid encouraging students to stifle their grief and "be brave." Expression of emotions is a healthy way of coping with grief and can facilitate the healing process.

4. Students losing a close loved one or friend will need a tremendous amount of support and reassurance that they will not be abandoned by those surviving.

5. Students should be allowed to decide whether or not to attend the funeral service. The service can provide an opportunity for them to further communicate their thoughts and feelings.

6. Students should not be "protected" from the facts of death. Education about death and dying can be integrated into the student's learning experiences through group guidance or classroom discussions.

Thompson, C. and Rudolph, L. Counseling Children, Monterey, California: Brooks/Cole Publishing Company, 1983.

WHEN DEALING WITH DEATH

1. Avoid focusing attention on students who have suffered a significant emotional loss.

 Focus on:

 a. how people feel sad and miss others very much when they die
 b. even when people are dead, we can remember them in our thoughts
 c. peer's comments and ideas - can provide needed support

2. Normal students may use detailed explanation of what happens to a body after death - provide a means to master their anxiety about loss and separation.

3. Listen carefully to a student - adults tend to read into questions much more than is asked.

4. Address intended question - though it may not be verbalized.
 "Who will take care of me now?" "Could that happen to me?"

5. Encourage students to participate in group discussions about death, but DO NOT force them.

6. Students should not be "protected" from the facts of death.

7. Students should be allowed to talk freely, ask questions, and express their emotions.

8. Talking about death is necessary and beneficial to grieving students.

SUICIDE - GENERAL INFORMATION

Did you know?

- Suicide is the second leading cause of death in adolescents
- One out of ten will attempt suicide before they graduate from high school
- One young person completes suicide every 55 minutes in the U. S.

Many students have not developed healthy skills to cope with their problems and, therefore, believe suicide is the only way. Most of the time, young people do not realize they can survive losses, loneliness, and pressure. For this reason, we should never ignore any suicide threat or attempt. These should always be considered an appeal for help.

The signs of suicidal risk usually are the same as those we associate with all troubled people.

▪ lack of confidence
▪ withdrawal from society
▪ no future plans
▪ drastic changes in behavior (attitude, eating, sleeping)
▪ concern with death (talking, writing, drawing)
▪ symptoms of deep depression
▪ giving away possessions
▪ saying good-bye

CRISIS/EMERGENCY RESPONSE PROCEDURES

Crisis event: **Death of a student/staff member**

Goals: **Manage grief process**
Provide support services for students/staff

Code: **Communication through calling lists/staff meetings**

Procedures for:

Administrator(s):

1. Verify report of death/identity
2. Determine cause of death
3. Notify Life*Skills* direct contact
4. Begin phone chain to staff (out-of-school hours)
5. Decide how to notify staff/students (in-school hours)
6. Mobilize Building Crisis/Emergency Response Team
7. Cancel all scheduled meetings
8. Maintain a sense of "normalcy" as much as possible
9. Enlist help from Support Teams
 a. Notify Life*Skills* direct contact (all advocates and all psychologists)
 b. Community Team (Ministerial Association, counselors, Family Advocate, psychologists, etc.)

Teachers:

1. Maintain high visibility in halls, restrooms, and common areas
2. Remain in close contact with students
3. Refer students/classes to counselors/Family Advocates who need support services
4. Refer all media questions to Administrator

Advocates (Counselors):

1. Meet with staff before school
2. Contact community support people and agencies
3. Meet with students in small groups or by classes for grief counseling sessions
4. Provide on-going intervention to students who need extra support

Secretary

1. Prepare information about student/staff member to give to the LSC President or his/her designee, for press release
2. Discuss information to be given over phone
3. Monitor phones
4. Assist Administrator as necessary

Crisis/Emergency Response Team:

1. Meet before school to determine Crisis/Emergency Response plan
2. Communicate plan to staff/community
3. Implement plan
4. Identify students/staff who need intervention
5. Provide support services
6. Monitor situation
7. Evaluate procedure
8. Any other duties as assigned by the Administrator

CRISIS/EMERGENCY RESPONSE PROCEDURES

Crisis event: **Suicide threat**

Goals: **Assure the student's safety**
Control the situation

TAKE ALL SUICIDE THREATS SERIOUSLY

Levels of Risk:

a. Verbal expression of depression, *i.e.*, "I'd be better off dead."
b. Expression of intent, *i.e.*, "I ought to kill myself."
c. Plan
d. Plan and means

Procedures for:

Administrator(s):

1. Confirm identify of student
2. Immediately notify counselors
3. Call appropriate community agency
4. Immediately contact parents
5. Remain with student
6. Monitor intervention/community referrals
7. Notify direct Life*Skills* contact

Teachers:

1. Isolate student/remain with student
2. Encourage student to talk to you until counselor arrives
3. Contact Administrator immediately

Advocates (Counselors):

1. Isolate student - don't leave student unattended
2. Encourage student to talk
3. Contact Administrator
4. Involve parents as soon as possible and provide with list of community resources
5. Provide intervention and follow-up as needed

Secretary

1. Contact Administrator/Family Advocate
2. Remain with student until Administrator/Family Advocate arrives

Crisis/Emergency Response Team:

1. Determine aftermath response
2. Provide student support services/intervention/follow-up
3. Evaluate procedure
4. Any other duties as assigned by the Administrator

CRISIS/EMERGENCY RESPONSE PROCEDURES

Crisis event: **Suicide attempt**

Goals: **Assure the student's safety**
Control the situation

TAKE ALL SUICIDE THREATS SERIOUSLY

Levels of Risk:

a. Verbal expression of depression, *i.e.*, "I'd be better off dead."
b. Expression of intent, *i.e.*, "I ought to kill myself."
c. Plan
d. Plan and means

Procedures for:

Administrator(s):

1. Confirm identify of student
2. Call 9-1-1
3. Immediately notify Family Advocate
4. Immediately contact parents
5. Remain with student
6. Notify direct Life*Skills* contact

Teachers:

1. Apply first aid and send for nurse/Administrator
2. Isolate student/remain with student
3. Encourage student to talk to you until help arrives
4. Document crisis

Advocates (Counselors):

1. Isolate student - don't leave student unattended
2. Encourage student to talk
3. Contact Administrator
4. Involve parents as soon as possible and provide with list of community resources
5. Provide intervention and follow-up as needed

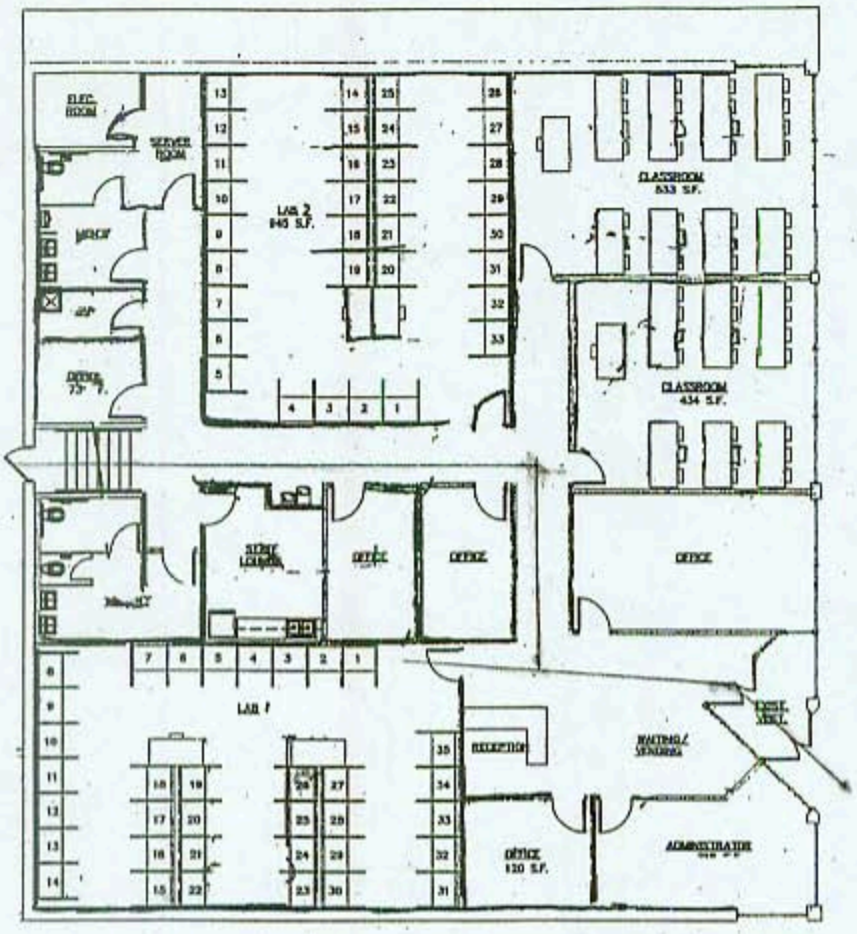
Secretary

1. Contact Administrator
2. Remain with student until Administrator arrives

Crisis/Emergency Response Team:

1. Determine aftermath response
2. Provide student support services/intervention/follow-up
3. Evaluate procedure
4. Any other duties as assigned by the Administrator

EMERGENCY EXIT PLAN



N

Life Skills Center of Summit of County

Exit for Fire

1. Leave the Classroom and exit at the front or rear of the school
2. Exit the building
3. Assemble on the grassy area north of building (by Aldi's Parking lot)

Exit for Tornado

1. Leave the Classroom
2. Assemble in the center hallway
3. Face the wall and cover your head with your hands

Life Skills Center of Summit County

Parent - Student Handbook
2011 - 2012

Life Skills Center of Summit County
2168 Romig Road
Akron, Ohio
330-745-3678 (phone)
330-753-1506 (fax)

http://www.wediducan.com

The Mission of Life Skills is to educate, train and inspire students in a learning environment that models the values of integrity, teamwork, perseverance and personal responsibility, and where respect is the foundation of productive relationships, such that each graduate possesses the knowledge and character to meet the challenges of learning, working and living in the 21st Century.

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Introduction

The Life Skills Center is a special place for students. You will develop important academic, work, social, emotional well-being, and self-sufficiency skills that will allow you to be successful in life, on the job and with your continuing education.

You can graduate from the Life Skills Center with a state recognized High School diploma, well prepared to live as a productive and responsible citizen in your community. You will leave feeling confident of your abilities and prepared to find a good job, enter a trade, an apprenticeship, or attend a post secondary educational program.

You will work hard and learn to give your best effort on your own behalf. Everyone at the Life Skills Center is treated with respect. We require and demand a commitment from you --not just in following the School's rules-- but also in striving to reach your fullest potential, and to make Life Skills Center the best School in the city.

This Handbook was developed to answer many of the commonly asked questions that you and your parents may have during the school year. This Handbook contains important information that you are responsible for knowing. Become familiar with the following information, and keep the Handbook available for reference by you and your parents. While the School encourages parental involvement at all ages, the term "Parent" when used herein to discuss rights or authorizations refers to parents of students under the age of 18. If you have any questions about this Handbook, please contact the School's Administrator.

I. Admission Information

A. Enrollment

Applications are accepted any time of the year at the Life Skills Center. The following are general admissions procedures for the Life Skills Center:

1. Complete a Life Skills Center application and return it to the School. If you have a copy of your transcript, this should also be attached. If you do not have a copy of your transcript, you and/or your parent/guardian will sign a "Request for Records" form for the last school that you attended. Your records will only be used to verify existing credits.

2. In order to complete your enrollment application, you will also be required to submit copies of your Birth Certificate, Immunization Record, and proof of residence, such as a monthly utility bill, lease, or mortgage statement. A photo ID may also be required.

3. Once you have submitted your enrollment application and any other required documentation, you will be scheduled for orientation and/or assigned to an academic class and session based upon availability.

4. Either prior to or during your orientation, you will be scheduled for a confidential assessment test.

5. In the event that enrollment exceeds capacity, the Life Skills Center will perform a blind, random lottery to determine what students are enrolled and what students

are placed on a waiting list (in order of their selection). Any students that inquire about enrollment after the lottery is held will be placed on the waiting list on a first come, first-serve basis. Admission preferences may only be given to existing students, siblings of existing students, and re-enrolling students.

B. Fee

There is no tuition fee or tuition of any kind at the Life Skills Center.

C. Non-Discrimination Policy

Enrollment will not be denied to any eligible applicant on the basis of sex, race, religion, national origin, ancestry, pregnancy, marital or parental status, sexual orientation, or physical, mental, emotional or learning disability. Life Skills Center will also not discriminate in its pupil admissions policies or practices whether on the basis of intellectual or athletic ability, measures of achievement or aptitude, or any other basis that would be illegal if used by any public school.

D. Student Immunizations

All new students are required to submit a copy of their Immunization Records within the first 14 days that they are enrolled. Students attending the School are in violation of Ohio law if after 14 days of school:

- A student's immunization record is not on file
- The student still needs his/her initial Measles, Mumps, or Rubella (MMR) vaccine
- The student still needs his/her initial dose of DTaP vaccine
- The student still needs his/her initial dose of Polio vaccine

If a student's Immunization Records have not been received by the School by the 15th day of enrollment, the student will be released from School and will not be able to attend until he/she can submit his/her medical records from their last school of attendance or primary physician or until he/she can prove that he/she has begun the Immunization process and has received at least one dose of DtaP/DPT/DT, MMR, Polio and Hepatitis B. A student who has been released for not submitting a copy of his/her Immunization Records will be counted, as an unexcused absence while the student is not attending school.

If a student has received at least one dose of DtaP/DPT/DT, MMR, Polio and Hepatitis B, he/she may remain in school. However, he/she must finish the series as soon as the scheduled intervals between dose permits. Any student with partial immunizations has until the end of the school year to complete his/her immunization vaccines.

For a student, grades 9-12, required doses include

- 4 DPT, DTaP, or DT (Pediatric)
- 3 Polio Vaccine
- 2 MMR Vaccine
- 3 Hepatitis B Vaccine

E. Re-Enrollment

Students who have withdrawn from the Life Skills Center during a school year and want to enroll again will re-enroll according to the enrollment process as previously outlined. Any variation to this process requires Administrator approval.

F. Annually Required Documents

At the beginning of each school year (July 1st), the School will distribute and collect the following forms and documents from all students who have rolled over from the previous school year:

- Current school year Board-approved Parent/Student Handbook (no collection necessary)
- Current school year Board-approved School Calendar (no collection necessary)
- Income Verification Form – must be completed, signed by the parent or student (if over 18), and collected
- Emergency Medical Authorization – must be completed, signed by the parent or student (if over 18), and collected
- Title One Compact – must be completed, signed by the parent or student (if over 18), and collected for both school wide and targeted schools.
- Family Education Services (FES) consent forms (if applicable) must be completed, signed by the parent or student (if over 18), and collected.
- Free and Reduced Lunch Form (if applicable) must be completed, signed by the parent or student (if over 18), and collected.
- Parent / Student Contract
- Ohio Core Opt-Out Form
- Allergy Action Plan – In emergency circumstances, based on the nature of the allergy and severity of the illness, staff members may administer allergy medication. Please refer to the food and allergy policy for further details.

G. Change of Address/Phone Number

It is the student's responsibility to inform the Life Skills Center office of any change of address or phone number. Any other relevant information must also be updated in the office.

H. Non-Sectarian School

The Life Skills Center is a public, non-sectarian School.

II. Student Responsibilities

A. Code of Conduct

The Life Skills Center recognizes that a positive learning environment cannot occur without maintaining order and discipline conducive to learning. The Code of Conduct is intended to standardize procedures to guarantee the rights of every student at the Life Skills Center.

Students at the Life Skills Center are required to know the Code of Conduct. When students do not follow the rules, they are expected to accept the consequences. The student's attitude toward the rules of the Life Skills Center is very important.

Corporal punishment is not permitted. No employee should threaten, inflict, or cause to inflict unreasonable, irrational, or inappropriate force upon a student. Good sense and judgment should always prevail.

The rules of the Code of Conduct apply to any conduct that occurs:

1. On School grounds during the school day or immediately before or after school hours;
2. On School grounds at any other time when the School is being used by a school group;
3. On or off School grounds at any school activity, function or event; and
4. Traveling to and from School, including actions on any school or public conveyance.
5. On the Internet on School grounds or off School grounds once the School is made aware as it relates to communications regarding School students or personnel.

Under this Code of Conduct, the following definitions will apply:

Student: A person, adult or minor, enrolled in the Life Skills Center

Parent: (a) Official care-giver of a minor child, including but not limited to mother, father, stepparent, grandparent, or court-appointed guardian, including any and all State of Ohio government case workers and/or group home employees as identified at the time of admission or amended in writing thereafter; or an emancipated minor (proof required); (b) For dependant adult student, ages 18-20, parent, guardian, etc. with whom he/she lives; or (c) For married and independent adult students ages 18-20 and for all students 21 years old or above, the student himself/herself.

Personnel: Any employee, volunteer or person charged with carrying out the work of the School.

Spouse: The legal spouse of a student as expressed in a marriage certificate of any state, Commonwealth of Puerto Rico, or sovereign nation.

The following behaviors are considered OFFENSES at the Life Skills Center and will result in corrective action, up to and including a suspension, expulsion, or withdrawal, at the discretion of the Administrator.

1. Truancy – absent without permission from the School
2. Dress Code Violation – not dressed according to the Life Skills dress code
3. Disruption – interfering with school policies or classroom routine
4. Cheating – copying someone else's work or in any way trying to take credit for work not done by the student himself/herself
5. Profane Language – use of profane or unacceptable language
6. Sexual Misconduct – including, but not limited to improper public display of affection in the school building or at any school related activity including but not limited to kissing, etc. The prominent display of "hickeys" or passion marks is prohibited.

7. Smoking – smoking in the school building and on school grounds is strictly prohibited
8. Sleeping – activity which results in student non-performance
9. Disobedience to the lawful instructions of a teacher – disobeying the lawful instructions of an Administrator, teacher, or other staff member of the Life Skills Center.
10. Out-of-Bounds – being in any part of the building or grounds including bathrooms, parking lot, classrooms, or offices unless specifically scheduled to be there or unless he/she has received permission from an appropriate authority. If a student is in an area of the building without permission, other than classroom, it is grounds for removal from the School.
11. Possession of prohibited items – Students may not have cellular phones or pagers, (these items must be checked in with the teacher upon arrival time), or food or beverages in unauthorized areas.
12. Non-completion of assigned activities – failure to finish academic work
13. Failure to provide name or identification to School personnel – refusal to provide LSC personnel with his/her name identification, or other necessary information including, but not limited to: current phone number, address, etc.
14. Theft – taking the property of another without right or permission
15. Fighting or violence – participating in physical contact and/or verbal abuse with one or more students
16. Vandalism – purposeful destruction of school or student property
17. Gang Activities – participating in gang activities
18. False fire and/or bomb alarm – willful intent to cause panic by submitting false information
19. Arson or attempted arson – setting fire or attempting to set fire to any school or building property
20. Use/possession/concealment/sale/transmission of any drug, alcoholic beverage, or other illegal, or controlled substance
21. Use/possession/concealment/sale/transmission of any dangerous or illegal instruments including but not limited to weapons, fireworks, etc.
22. Wrongful conduct – actions that impede, obstruct, interfere with or violate the Life Skills Center's mission, philosophy, and regulations
23. Destruction and or intentional harm to person or property
24. Sexual harassment, misconduct, and or improper language or inappropriate touching
25. Disrespect of the rights of others or other's property – willful destruction or rudeness towards others (School personnel, students, visitors, guests)
26. Conduct which endangers themselves or others – any form of physical contact that jeopardizes others including but not limited to horse-play and throwing objects. Please refer to the School's Safe School Policy.
27. Harassment, Intimidation, or Bullying behavior whether in the classroom, on school property, to and from school, or at school-sponsored events, is expressly forbidden
28. Any other behaviors that the Administrator deems as offenses that will result in corrective action

B. Dress Code

General Guidelines:

1. No head coverings are permitted, including but not limited to: hats, caps, hoods, bandanas, or sunglasses are allowed to be worn in the School, unless previously authorized by School personnel.
2. Each student must maintain a neat, clean, professional appearance at all times.
3. All students must wear Life Skills shirts or other Life Skills approved attire.
4. For men: Denim jeans, khaki pants, cargo pants, corduroy pants, and dress pants. Students are not permitted to wear pajamas bottoms, pajama bottom-style pants, sweat pants and or spandex. Pants are to be worn at the waist with a belt, (no undergarments should show) and may not be oversized or undersized. Any type of shoe.
5. For women: Denim jeans, khaki pants, cargo pants, corduroy pants, dress pants, skirts, dresses and Capri pants. Students are not permitted to wear pajama bottoms, pajama bottom-style pants, sweat pants or spandex. Skirts must be no shorter than fingertip length or mid-thigh. Pants/skirts are to be worn at the waist (no undergarments should show) and may not be oversized or undersized. Any type of shoe.
6. Replacement Life Skills Center shirts may be obtained through community service or volunteer efforts.
7. The Administrator may make exceptions to the dress code based on physical disability or other conditions.
8. Students not conforming to the dress code may not be admitted to class and may be deemed absent.

All Students that attend Life Skills must adhere to the dress code policy as stated.

C. Attendance Policy

All students must maintain a regular and consistent in-seat attendance rate while enrolled at the Life Skills Center. Repeated unexcused absences are subject to disciplinary action. Students at the Life Skills Center are expected to attend their academic session and be on time.

Students must sign a daily attendance sheet at the beginning of their session. These sheets are kept as attendance records in the main office.

If the student needs to miss school, the student or parent/guardian (if student is under 18) must call the School on the day of the absence and a written excuse must be brought to school upon the student's return. Unexcused absences will reduce the student's overall attendance percentage. Excused Absences will also reduce the student's overall average attendance percentage but will be taken into account should the total in seat attendance percentage drop below 60%.

1. Excused Absences

Excused absences require written documentation such as a doctor's note, verification from the court or employer, or any other documentation as stated below. All students are required to submit written documentation regarding excused absences to the Life Skills Center on the first day they return to school. An excused absence or tardy will be granted if the student is not in school for the following reasons:

a. Medical appointment (with appropriate written documentation)
b. Under a doctor's care (with appropriate written documentation)
c. Automotive (with appropriate tow truck or repair shop receipt)
d. Scheduled road test for a drivers license (with appropriate written documentation)
e. Employment (which cannot be conducted outside of school hours and with appropriate written documentation from employer)
f. Death of an immediate family member (with appropriate written documentation)
g. Personal Illness (with appropriate written documentation)
h. Court appearance (with appropriate written documentation)
i. Appointments that cannot be scheduled outside of school hours (case workers, probation officer, signing a lease) and with appropriate written documentation
j. Other absences as deemed appropriate by the Administrator

Any prolonged absence due to illness or other documented reason will also be excused. Excused absences with documentation, such as a doctor's note or verification from the court, can still count against a student's average attendance percentage.

2. Unexcused Absences

Unexcused absences include the following:

a. Any absence where a student fails to provide appropriate written documentation of the absence (Students should have written documentation for absences in-hand on the first day that they return to school.)
b. Leaving school early without proper authorization
c. Each day that a student is late without appropriate documentation and for any other unexcused absence defined by the School Administrator

Any student whose unexcused absences exceed one hundred and five (105) consecutive hours (approximately 25 school days) will be automatically withdrawn from school per Section 3314.03 of the Ohio Revised Code. Students may be permitted to re-enroll in the School after attending a scheduled meeting with the Administrator.

Furthermore, at the sole discretion of the School Administrator, students who are persistently tardy or receive three (3) or more unexcused absences in a month may result in disciplinary action up to, and including, suspension or expulsion as noted under the Code of Conduct – Potential Disciplinary Actions.

D. Truancy Policy

The Life Skills Center will act according to any federal, state, county and/or local laws or rules for any student who is deemed as truant, including but not limited to referring the parent/guardian of the student under eighteen (18) to Juvenile Court for possible prosecution.

Habitually Truant

Student has:

A) 5 consecutive unexcused absences
B) 7 unexcused absences in one month
C) 12 unexcused absences in one school year

Chronically Truant

Student has:

A) 7 consecutive unexcused absences
B) 10 unexcused absences one month (any 30 day period)
C) 15 unexcused absences in one school year

E. Tardy Policy

1. Students who are tardy more than three (3) times within any one month may be subject to disciplinary action.
2. Students must call in at least 15 minutes before their scheduled class to notify the receptionist that they will be late.
3. Students calling in later than 15 minutes before their scheduled class must see a member of the administration staff before being admitted to class.
4. The Administrator will handle all special circumstances on a case-by-case basis.

F. Suspension & Expulsion Procedures

Rules of suspension and expulsion follow due process requirements as mandated by the laws of the State of Ohio.

1. Suspension

a. The Administrator or Acting Administrator on Duty may suspend.
b. No suspension shall exceed ten (10) school days.
c. The Administrator must give written notice of the intention to suspend and the reason to the student.
d. The student shall be given the right to appear at an informal hearing before the Administrator and has the right to challenge the reason for the intended suspension or otherwise explain. This informal hearing can take place within three (3) to five (5) school days, if practicable, immediately following the infraction.
e. A written notice of suspension shall be sent or given within one calendar day of the anticipated suspension to the parent/guardian if the student is under the age of 18. The notice shall contain the reasons for the suspension and the right of the student to appeal to the Board of Directors appeal hearing designee.
f. A parent/guardian has the right to appeal the suspension, which must be submitted, in writing, to the Administrator within fourteen (14) school days of the written notice of suspension. The Administrator shall immediately forward this written appeal to the Board of Directors appeal hearing designee.

Suspension of a student with disability will be in accordance with the rules above and any applicable rules governing special education.

2. Expulsion

a. The Administrator may expel.
b. The Administrator shall provide the student and the parent/guardian written notice of the intent to expel. The written notice shall include reasons for the intended expulsion.
c. The student and the parent/guardian shall have an opportunity to appear on request before the Administrator to challenge the expulsion or to otherwise explain the actions that led to the intended expulsion.
d. The written notice shall state the time and place to appear which shall not be less than three (3) days or later than five (5) days after the notice of intent to expel is given.
e. The Administrator may grant an extension of time for the hearing. If granted, the Administrator must notify all parties of the new time and place.
f. A parent/guardian has the right to appeal the expulsion, which must be submitted, in writing, to the Administrator within fourteen (14) school days of the written notice of expulsion. The Administrator shall immediately forward this written appeal to the Board of Directors appeal hearing designee.
g. Expulsions will not exceed eighty (80) school days unless the student has been expelled for the following reasons:
 i. Bringing a firearm into the School, onto school grounds, or to any other school program or activity;
 ii. Bringing a knife into the School, onto school grounds, or to any other school program or activity;
 iii. Committing a criminal offense that results in serious physical harm; or
 iv. As otherwise allowed by Law.
h. If the student commits such acts, he/she may be expelled for up to one (1) school year.
i. An expelled student will be provided with a date for re-entry and the date for a mandatory re-entry conference. The expelled student, and parent or guardian of the student must be present in the re-entry conference.
j. The student and parent or guardian of student will be notified in the event that the student fails to attend the re-entry conference.

Expulsion of a student with a disability will be in accordance with the rules above and any applicable rules governing special education.

G. Emergency Removal

Per Section 3313.66 of the Ohio Revised Code, the School Administrator may perform an emergency removal of a student from curricular or extra-curricular activities or from the grounds of the School if the student's presence poses a threat and/or danger to any person or property, or if the student's presence poses an on-going disruption to the educational process. This removal may be done without immediate notice or hearing.

Any student so removed will be given written notice and provided a hearing within three (3) school days after the removal as defined in the Suspension section of this Handbook. If it is probable that the student is going to be expelled, the hearing shall be conducted in accordance with the Expulsion section of this Handbook.

H. Withdrawal Policies and Procedures

1. Mandatory Withdrawals – 105 Consecutive Hours

Per Ohio law, students must be withdrawn if they are absent for 105 consecutive hours (approximately 25 consecutive school days) and have not provided the School with documentation of approved excused absences. A student will be sent a warning letter if the student is unexcused absent for 70 consecutive hours (16 school days). A second warning letter will be sent if the student is unexcused absent an additional 15 consecutive hours for a total of 85 consecutive hours (20 school days) missed. If a student reaches 105 consecutive hours missed (25 days), he or she will be withdrawn. Final withdrawal letters will be sent to the parents or student (if 18 or older) and the appropriate truancy procedures will begin.

2. Mandatory Withdrawals – Students Age 22 and Older

A student must be graduated by his or her 22nd birthday or, he/she will be withdrawn from the Life Skills Center. The appropriate withdrawal letters will be sent to the student if he/she is not ready for graduation.

3. Voluntary Withdrawals

If a parent wishes to withdraw his/her student or an adult student wishes to withdraw from the Life Skills Center, he/she must complete and sign a withdrawal form. Minor students must supply proof of enrollment from another school before he/she will be withdrawn from the Life Skills Center.

I. Parent & Student Surveys

By contract, parents and students are asked to complete a Parent & Student Satisfaction Survey as well as any other School surveys deemed appropriate by the School's Administrator.

In addition, upon Graduation, students will be asked to complete a survey regarding their future plans.

III. Academics

A. The Curriculum

The curriculum is a combination of academics, life skills preparation and employability skills instruction. Each student works on an individualized computer program, participates in small

group sessions and completes independent work in order to earn credits for graduation and pass any mandatory state testing. Students also have access to electronic educational software programs and the Internet for their academic lessons and vocational exploration. One-on-one tutoring is also available if needed.

Students receive an individual academic and career plan (based upon their academic needs and vocational/employment plans. Vocational Specialists work with each student to assist with job placement, vocational opportunities and career advancement.

B. Academic Sessions

Students are designated to attend one, four and one quarter (4.25) hour academic session per day, Monday – Friday. The following session schedule is based on a student not working or volunteering outside of school:

Session I 8:00 a.m. – 12:15 p.m.
Session II 12:00 p.m. – 4:15 p.m.

Students who work or volunteer at least 5 hours per week may be permitted to leave school early or arrive at school late, so long as they can provide proof that they were scheduled at their respective work/volunteer site during their assigned session time with appropriate travel time included.

Each student also participates in a minimum of five hours of additional learning opportunities per week. These learning opportunities include employment, volunteering, vocational counseling or other activities deemed suitable. Students may earn a lifetime maximum of six (6) work credits that are counted toward the seven (7) elective credits for graduation. There is a limit of three (3) work credits earned per school year. Exceptions to this requirement are only permitted after the School Administration performs an in-depth review of the student's individual circumstances, and approval is obtained from the Administrator.

Any student not actively participating in volunteer activities, vocational counseling, or working will be required to remain in school for their complete session time. All activities outside of the School, except working, need to be approved by the Administrator and documented so the student can receive appropriate credits.

C. Grading

Each student is required to complete weekly academic activities on the computer. In addition, workbooks, newspapers, magazines and resource materials are available for student use while completing off-line assignments. Students must receive 70% or better to master the course.

Each student is also required to keep a portfolio of his/her accomplishments. The School's Graduation Committee and Administrator review the portfolio on behalf of the Board of Directors before the student is deemed ready for graduation.

D. Progress Reports

The Life Skills Center uses a Complete/Incomplete grading system. Progress Reports are issued to each student every sixteen (16) weeks and are generally distributed in October, February and June. Progress Reports can be requested by parents or guardians at any time.

E. Grade Levels

At this School, the following requirements are in place for students to be promoted to the next grade level:

Promotion to 10th grade:
5 credits total
4 core credits required (1 English/Language Arts – must be a literature-based course, 1 Math excluding pre-Algebra, 1 Social Studies excluding Financial Literacy, Economics and Geography, and 1 Science)

Promotion to 11th grade:
10 credits total
7 core credits required (the 4 required for promotion to 10th grade and 3 additional core credits: 1 English/Language Arts, 1 Math, 1 Social Studies or Science)

Promotion to 12th grade:
15 credits total
10 core credits required (the 7 required for promotion to 11th grade and 3 additional core credits: 1 English/Language Arts, 1 Math, 1 Science or Social Studies)

** Core Credits are those that are achieved in English/Language Arts, Mathematics, Social Studies and Science.*

F. Conferences/Open House

Conferences are strongly encouraged throughout the year. Parents/legal guardians may be contacted to meet with instructors and the student at least once a trimester. The School encourages parents to request a conference at any time.

G. Transferring Credits

Student credits from former high schools do transfer to the Life Skills Center. A "Request for Records" will be sent to the student's school. If a student has an official transcript, it is recommended that he/she attach it to the initial application or submit it to the main office.

Note: An official transcript has a raised seal. The Life Skills Center *must* have an official transcript in order for a student to graduate.

H. Post-Secondary Enrollment Options

Post-Secondary Enrollment Options are available for interested students. More information on these options can be obtained through your Life Skills Administrator.

I. Graduation Requirements

In order to graduate, a student must satisfy all of the following requirements:

- Achieve all of the state required academic credits
- Pass all required state assessments such as the Ohio Graduation Test.

- Complete an employability skills course.
- Fulfill the student's Life Skills Learning Plan
- Pass an exit interview with School's Graduation Committee

Academic Credits Required:

Subject	Class of 2010-2013	Ohio Core Beginning with class of 2014
English Language Arts	4	4
Mathematics	3	4
Science	3	3
Social Studies	3	3
Health	½	½
Physical Education	½	½
Technology/Arts/Foreign Language/Business	1	
Electives	5	5*

*Includes the equivalent of 1 credit of Technology/Arts/Foreign Language/Business or other core area course beyond the above-listed requirements.

The new Ohio Core graduation requirements will be followed for students who are first-time freshmen in the school year 2010-2011. Components of the Ohio Core requirements include Algebra II or equivalent as part of the math requirement, Financial Literacy and Economics as part of another course or as a standalone course, and 2 semesters of Fine Arts in grades 7-12. Ohio Core also requires that Science is taught with inquiry-based laboratory experience that engages students in asking valid scientific questions and gathering and analyzing information. In addition to the previous Science requirement of 1 credit of Physical Science and 1 credit of Life Science, 1 credit of Advanced Science is now required. The previous requirement of ½ credit of American History and ½ credit of American Government are both included in the Ohio Core requirement for Social Studies.

Students may opt-out of the Ohio Core by following the State of Ohio's Opt-Out Provision. The student (and parent, if student is under 18) must sign a form indicating the student (and parent, if student is under 18) understands that opting out requires the student to attend a junior college or community college for at least one semester prior to attending most 4-year state colleges and attend required career counseling provided by the School.

Life Skills will also follow Ohio's plan for Credit Flexibility based on Senate Bill 311 and the fact that students can earn credits by:

- Completing coursework;
- Testing out or demonstrating mastery in course content; or
- Pursuing one or more "educational options" such as distance learning, educational travel, internships, independent study, projects, or other available options.

J. Credit Flexibility Plan Option

The Life Skills Center offers the Credit Flexibility Program (CFP) to all students. However, the following prerequisites for participation apply:

- Students who enroll with less than four (4) academic core credits may participate in the CFP only after completing the transition lab and one full core academic credit in the Life Skills Center.
- All other newly enrolled students may participate in the CFP upon completion of the transition lab.
- Currently enrolled students may participate in the CFP at any time.

Senate Bill 311 (the Ohio Core legislation) raised the graduation requirements for high school students, with the goal of increasing the number of students who are ready to meet the demands of our global and technological age. Ohio's plan for credit flexibility is designed to broaden the scope of curricular options available to students, increase the depth of study possible for a particular subject, and allow tailoring of learning time and/or conditions. The plan is designed to customize learning around students' interests and needs.

Students may earn credits by:

- Completing coursework;
- Testing out of or demonstrating mastery of core content at an 80% mastery rate; or
- Pursuing one or more "educational options" (e.g., distance learning, educational travel, independent study, an internship, music, arts, after-school/tutorial program, community service or other engagement projects and sports).
- Credit flexibility is intended to motivate and increase student learning by allowing:
 - Access to more learning resources, especially real-world experiences;
 - Customization around individual student needs; and
 - Use of multiple measures of learning, especially those where students demonstrate what they know and can do, apply the learning, or document performance.

1. Process to Initiate a Plan

Any student can initiate a plan to complete credit utilizing credit flexibility by submitting a written request to the School. (Plans received after March 1st will be considered for the following school year.) The School personnel will then create a formal individual student Credit Flexibility Plan (CFP).

Plan Requirements

Each Credit Flexibility Plan must include:

- Course content and academic standards components
- How the student will demonstrate proficiency
- What types of assessments and/or educational programs will be used to demonstrate proficiency
- Progress measures and dates
- Due date for the completion of the CFP
- Grade determination (most courses will be assigned letter grades, but all course grading must follow the grade plan for the standard course with the same name)
- Consequences of failing work or non-completion of the CFP

- Designated Highly Qualified Teacher of record and administrative staff member who will monitor the plan
- The names and signatures of student, parent (if student is a minor), teacher of record, and administrative staff member
- Cost, if any, that must be assumed by the student (most cases cannot require cost)
- An appeals process for this CFP

2. Roles and Responsibilities

Students utilizing an approved CFP may earn:

- Credit in courses that count toward high school graduation requirements
- Credit in a course not currently offered at the high school if the student provides a mutually acceptable course of study or educational program
- Simultaneous credit in multiple courses if standards are mastered from more than one course
- Partial credit for a course

A student will be marked present for attendance purposes if the student is working on the CFP off-site, such as participating in an internship, and reports to that location daily rather than the School.

Any student participating in the Post Secondary Enrollment Options Program who is enrolled in a college course as part of the CFP and drops or fails that course must then pay for the course himself.

Staff responsible for monitoring the CFP will:

- Regularly check progress and proficiency according to the CFP
- Provide detailed report of progress measures and achievement in regular mailings to students and parents
- Provide warning to the student who may not be on track to complete the course that credit will not be earned if the student does not take measures to successfully complete the course prior to the CFP becoming officially cancelled
- Work collaboratively with the student behind on deadlines to establish steps to get the student back on track for successful course completion

The School is required to:

- Keep accurate records of all students currently working on CFPs
- Track student/plan progress
- Store CFP progress records in one location
- File completed CFPs in one location and a copy in the student's academic file
- Forward the CFP and progress information to the transfer school if a withdrawing student wishes to take their CFP with them to his or her next school. It will be the decision of the transfer school how much, if any of the CFP, they will accept.

A student may appeal any Credit Flexibility Plan that is denied by submitting a written request to:

The Life Skills Center Credit Flexibility Appeals
159 South Main Street

Suite 600
Akron, OH 44308

IV. School Facilities

A. Hours of Operation

The Life Skills Center opens at 7:45 a.m. and closes at 4:30 p.m. Monday – Friday. If you need to contact the School after hours, voice mail is available.

B. Smoking and Eating

The law prohibits smoking in the building or on the grounds of the Life Skills Center. Food and beverages are generally not allowed in the classroom or the computer labs.

C. Parking

If the student drives, he/she may park in the visitor's lot, if available.

D. Transportation

The School does not provide transportation. However, the School is easily accessible to various city public bus services.

E. Visitors

Life Skills Center is a closed-campus school. The students remain in the school during their academic session. If an emergency arises the student will sign out and if need be, the party picking up the student will also sign with information as required by the School. All students must and will be accounted for while on campus.

Parents, graduates and other visitors are always welcome with advanced notice and approval of the Life Skills Center office except in the case of an emergency. No children are permitted in the classroom at any time. If children would like to visit the School, an appointment for a tour must be scheduled with the main office.

All visitors are required to report to the school office prior to their visit and may be escorted while in the building. All visitors must sign in upon arrival and sign out before leaving the building and must wear a visitor's pass while in the building.

Visitors must pre-arrange any meetings or visits with teachers or Administrators prior to entering the building. Visits should be limited to 1/2 hour unless other arrangements have been made for an extended period of time.

When parents are visiting, they are asked not to attempt a parent teacher conference while students are in the classroom.

F. Emergency Phone Calls

Students may give the School's phone number to relatives for emergency purposes only. The main office will take a message and forward it to a student as soon as possible. Students must receive approval from School personnel to make phone calls from the main office.

Students are not permitted to use Life Skills Center phones without approval from School personnel.

G. School Closure Policy

Should it be necessary to close the Life Skills Center due to weather or other unforeseen emergencies, information will be given over radio and television stations. Students are asked not to call the School.

V. Safety

A. Fire Alarm

When the fire bell rings, exit the building through the nearest exit in an orderly fashion according to instructions given by the attending adults. Instructions are also posted in each classroom.

B. Reporting Injuries

If a student is injured at the Life Skills Center he/she must immediately report the injury to School personnel. The main office will complete a copy of the injury report.

C. Harassment, Intimidation, Bullying

As more fully set forth in the School's policy on Harassment, Intimidation and Bullying attached as Appendix 1 to this Handbook, harassment, intimidation, or bullying behavior is strictly prohibited, and students who are determined to have engaged in such behavior are subject to disciplinary action, which may include counseling, suspension, or expulsion from School. The School's commitment to address Harassment, Intimidation, and Bullying, however, involves a multi-faceted approach, which includes education and the promotion of a School atmosphere in which this behavior will not be tolerated by students, faculty or School personnel.

It is imperative that Harassment, Intimidation, and Bullying be identified only when the specific elements of the definition are met, because the designation of conduct of such behavior carries with it special statutory obligations. Any misconduct by one student against another student, whether or not appropriately defined as Harassment, Intimidation, or Bullying will result in appropriate disciplinary consequences for the perpetrator.

D. Prohibited Gang Activity

Students are prohibited from engaging in gang activities while at School, on School property, to or from School, or at a School related function or event, and on the Internet to the extend that School students and/or personnel are the subject of gang activity. Any student who violates this Policy will be subject to disciplinary action, up to and including expulsion from School.

The term "gang" is defined as any ongoing organization, association, or group of three or more persons, whether formal or informal, having as one of its primary activities the endorsement of or participation in one or more criminal acts, which has an identifiable name or identifying sign or symbol, and whose members individually or collectively engaged in a pattern of criminal gang activity.

The term "gang activity" is defined as any conduct engaged in by a student:

1. On behalf of a gang;
2. To perpetrate the existence of a gang;
3. To effect the common purpose and design of any gang; or
4. To represent a gang affiliation, loyalty or membership in any way while on School grounds or while attending a School function.

These activities may include things such as recruiting students for membership in a gang and threatening or intimidating other students or staff against his/her/their own will to promote the common purpose and design of any gang.

E. Drug-Free School

In accordance with federal law, Life Skills Center prohibits the use, possession, concealment or distribution of drugs by students on School grounds, in the School building, on School property, or at School sponsored events to ensure a Drug Free School. Drugs include alcoholic beverages, steroids, dangerous controlled substances as defined by Ohio law, or any substance that could be considered a "look alike." Any student who violates this Policy will be subject to disciplinary action, up to and including expulsion from the Life Skills Center.

F. Weapon-Free School

Life Skills Center is a weapons-free School. No student, at any time, for any reason, will knowingly possess, handle, transmit, or use any object, which can be reasonably considered a weapon in or on property of the Life Skills Center or at any Life Skills Center sponsored event held away from School grounds. Any student who violates this Policy will be subject to disciplinary action, up to and including expulsion from the Life Skills Center.

G. Lost and Found

Any personal items that have been left at the Life Skills Center will be taken to the main office. If students find personal items that belong to others, they should turn the items into the main office as soon as possible. The Life Skills Center is not responsible for lost money, jewelry, or other personal items.

H. Backpacks, Desks, and Other Personal Storage Areas

Desks and other storage areas provided to students for their use remain the property of the Life Skills Center. Students by law have no expectation of privacy in any storage area assigned to them. No student shall lock or otherwise impede access to any storage area. Unapproved locks will be removed and destroyed with no compensation therefore owed to student.

Upon authorization of the Administrator, backpacks, desks, and other personal storage areas may be searched at any time for any reason. The Administrator may at any time, with reasonable

suspicion, call upon the assistance of the local police authorities to conduct a search of backpacks, desks, and other personal storage areas, and the contents contained therein.

I. Medication Administration

No medication will be administered by the staff at the Life Skills Center including Asthma Inhalers. However, per the Ohio Revised Code Section 3313.716 students are permitted to possess and use a metered dose or dry powder Asthma Inhaler to alleviate or prevent asthmatic symptoms. In addition, Ohio Revised Code Section 3313.718(B) and 3314.03(A)(11)(d) permit a student to carry and use an epinephrine auto injector to treat anaphylaxis (an intense allergic reaction). Written approval must be obtained from the student's physician with all Life Skills required information listed as detailed in the Medication Administration Policy and Food Allergy Action Plan. If a student has a serious food allergy, the student and/or his/her parent must complete a Food Allergy Action Plan. If a student is a minor, a parent's approval must also be obtained. Please refer to Appendix 3 for specifics and exceptions to this policy.

J. Protective Eyewear

Every student and teacher of a Life Skills Center shall wear industrial quality eye protective devices at all times while participating in or observing any of the following courses:

Vocational, technical, industrial arts, fine arts, chemical, physical, or combined chemical-physical educational activities, involving exposure to:

- Hot molten metals or other molten materials
- Milling, sawing, drilling, turning, shaping, cutting, grinding, buffing, or stamping of any solid materials
- Heat treatment, tempering, or kiln firing of any metal or other materials
- Gas or electric arc welding or other forms of welding processes
- Repair or servicing of any vehicle
- Caustic or explosive materials
- Chemical, physical, or combined chemical-physical laboratories involving caustic or explosive materials, hot liquids or solids, injurious radiations, or other hazards.

VI. Confidentiality of Records

At the Life Skills Center we take student records and their confidentiality very seriously and have a policy of not disclosing any student records to anyone outside of the School except in strict accordance with state and federal law. Records of students are only released to another school upon request from that school or from a signed release by the parent/guardian or as otherwise required by law.

A. Student Directory Information

Directory Information may consist of the following as defined by State and Federal law:

- Name
- Address
- Telephone listing
- Date and place of birth
- Major field of study

- Participation in officially recognized activities and sports
- Weight and height of members of athletic teams
- Dates of attendance
- Date of graduation
- Awards received

Opt In for Inclusion in Student Directory

It is the policy of the Life Skills Center not to release any personal information such as names, home address, and phone numbers or any Directory Information as that term is defined by Ohio and Federal law to outside agencies or requesting parties without the direct written consent of the parent or guardian or as otherwise required by law, such as military recruiters, etc., as referenced in ORC 3319.321(B)(2)(a) and (b). As such, the School will not release this information unless a parent/guardian – or adult student (18 years of age or older) – notifies the School in writing that the parent/guardian or adult student permits the distribution of such personal information.

B. Audio-Visual Information

The Life Skills Center recognizes the value of audio-visual and other types of electronic communication in providing our students with an effective education. In communicating our school-related activities, opportunities exist to photograph and/or videotape students and their work in a variety of activities. However, individual student records (academic, behavioral) will not be disclosed. Communications may include Life Skills Center newsletters, local newspapers, community access cable channel, school-sponsored web pages, marketing materials and other publications. Highlighting the achievements and celebrating student successes in our schools is an integral part of the reporting responsibility to the community.

However, we will respect your wish for privacy in this area. Please call the School should you have any questions or concerns. You may also notify the School in writing if you prefer that we do not use your student's name, picture and/or work product for presentations or other uses.

C. Release of Student Records

Access to records will be in accordance with the Family Educational Rights and Privacy Act (FERPA) of 1974 as pertaining to release of records. In compliance with FERPA, parents have the right to inspect and /or request corrections to student records. Parents are required to submit their request to inspect student records in writing to the Administrator to allow him/her to schedule a reasonable and appropriate time and date for the parent to present their case. Records will be provided for parental inspection only under the direct supervision of Administrator or his/her designee. The Life Skills Center must comply with the parent's request for inspection within forty-five (45) days. Parents have the right to a response to reasonable requests for explanations and interpretations of the records. Parents also have a right to obtain copies of the records or make other arrangements where circumstances would effectively prevent the parent or student from exercising the right to inspect.

Release or inspection of student records will be handled in accordance with the Board of Director's Student Records Policy.

Parents have the right to file a complaint with the Department of Education if they think that the school or the school district their student previously attended is not complying with the federal laws or regulations regarding student records.

D. Non-Custodial Parent Records Access and Release

The Life Skills Centers will only give access to or release records to parents who have a legal right to the records of their child. If a parent has ever been to court for custody, those court documents must be on file with the School. Both custodial and non-custodial parents have equal access to the following unless there is a court order to the contrary:

- Cumulative file (including the Enrollment file, Academic file, Vocational file, Title One file, and Graduation file);
- Health records;
- Psychological records;
- Parent conferences and lab observations.

Only the custodial parent can have access to Due Process where the child is classified as being handicapped and only the custodial parent can make decisions about the child.

Students over the age of eighteen (18) may deny the disclosure of school records to parents or guardians.

The stepparent does not have access to the stepchild's records unless the stepparent has adopted the child, the natural parent has given power of attorney, or the natural parent himself/herself shows the record to the stepparent.

The Life Skills Center, Parent and Non-Custodial parent must act in accordance with the Board of Director's Student Records Policy when addressing student records issues.

E. Release of Information to Military Recruiters

There are currently two federal laws that require local educational agencies (LEAs) receiving assistance under the Elementary and Secondary Education Act of 1965 (ESEA) to provide military recruiters, upon request, with three directory information categories – names, addresses, and telephone listings. Life Skills will provide the requested information to military recruiters unless a parent or guardian has advised, in writing, that they do not wish to have Life Skills release this information. If you do not want Life Skills to disclose directory information from your child's education records to military recruiters, you must notify Life Skills in writing.

VII. Child Find

The Life Skills Center is participating in an effort to assist the State of Ohio in identifying, locating, and evaluating all children who may have disabilities that may be hindering their ability to receive FAPE (Free and Appropriate Public Education).

School districts across the state of Ohio are also participating in this effort to identify disabilities such as autism, deaf-blindness, hearing impairment, including deafness, mental retardation, multiple disabilities, orthopedic impairment, other health impairment, traumatic brain injury, and/or visual impairment including blindness.

We are committed to affording all children their right to a free and appropriate education, regardless of any disability a child may have. However, in order to accomplish this, we must know that a need is present.

Parents, guardians, relatives, public and private agency employees, and concerned citizens are used to help schools find any child, birth through age 21, who may have a disability and need special education and related services. If you are aware of a child who may have special needs, please notify the Life Skills Center's Administrator.

The Life Skills Center will contact the parents or guardians of the child to find out if the child needs to be evaluated. Free testing is available to families to determine whether or not a special need exists. If a need is identified, the child can begin receiving special education and related services.

VIII. Parent's Right to Know Teacher Qualifications

Life Skills Center will annually notify parents of their right to request the following regarding their child's teacher(s):

- Licensure and certification information
- Emergency or provisional status
- Educational background
- Qualifications of Instructional Aides (if applicable)

IX. Parent Involvement Policy

The School's Title I program is intended to foster and enhance parent-involvement in the School. The goal of the Life Skills Center is to involve parents in their children's learning and to form an open line of communication between school and home. This will be accomplished through the following policies:

1. Information. Parents are informed about school activities and events through interim progress reports, report cards, and notes sent home, parent newsletters, parent/teacher conferences and informal personal and telephone conferences.
2. Annual Title I Meeting. Parents have an opportunity to review Title I programs and provide input into the planning process during the annual Title I meeting held at the School during flexible dates and times. Additionally, parents rights and Title I requirements will be discussed.
3. Open Door Policy. Parents are invited to come to the School to observe the education of their children on any day with prior notification.
4. Volunteer Program. All parents are invited to volunteer in the School on any given day of the week with prior notification and proof of a valid BCI and FBI background check clearance.
5. Curriculum. The School provides a high quality curriculum to enable our students to meet high standards, and prepare for the state graduation exam. The School shares these results with parents and provides an explanation of the results with parents during the course of the school year.
6. Board of Directors Meetings. The Board of Directors meets numerous times throughout the year to review the state of the School. Board meeting dates and times are posted at the School and published in the local newspaper. All parents and guardians are invited to attend Board meetings and can receive a Board meeting calendar upon request.

X. Complaint Procedure

A student or parent may file a written complaint that should be submitted to a teacher or the Administrator. If the matter cannot be resolved informally by the Teacher and/or Administrator, the steps in resolving the complaint should adhere to the Governing Board's Complaint Policy and Procedures.

Initially, complaints should be addressed formally or informally with the School personnel in a civil respectful manner in order to be considered by School personnel. To file a complaint with the Administrator, the Complaint must be in writing on a form developed by the Administrator with the facts and specific outcome desired by the parent/guardian.

Complaints received directly by the Board, Sponsor or Ohio Department of Education shall be handled in accordance with the Board's Complaint Policy and Procedure.

Upon resolution of the Complaint, the Administrator will issue a letter to the Complainant referred to as a "Finding." The Finding will officially inform the Complainant that his or her Complaint was either Substantiated or Unsubstantiated.

An Unsubstantiated Finding means: Compliance – (findings were unsubstantiated and the School has complied).

A Substantiated Finding means: Non-Compliance – (noting the areas of non-compliance, recommending possible changes/technical assistance and statement that the School will respond to Complainant with a corrective action(s) plan letter within 10-15 business days)

All documentation of the Complaint, findings and any corrective action(s) plan will be placed in the appropriately marked complaint file for closure.

XI. Work Permit Policy

A critical component of the Life Skills Center Education Model is the employability skills training and employment of our students. Pursuant to Ohio Law, any student who is a minor, at least sixteen years old and who desires to work may do so through a validly issued Age and Schooling Certificate (work permit). The Ohio Department of Commerce, Division of Labor and Worker Safety Wage and Hour (hereinafter referred to as "Wage and Hour") has granted to the Life Skills Center the authority to issue and revoke such Age and Schooling Certificates for its students.

Any student may request an Age and Schooling Certificate who is: at least sixteen years of age; has completed the Life Skills Center vocational education program; has completed a test verifying he/she can complete seventh grade academic work (if the student cannot do so, certain other arrangements can be made through the Administrator), and has secured possible employment.

If a student is eligible to receive an Age and Schooling Certificate, that student may begin the Age and Schooling Permitting Process described below.

1. The Work Permit Process

a. If the student is a qualified applicant as described above, he/she shall be given an Application to obtain the Life Skills Center Age and Schooling Certificate. The student and his/her parent/guardian shall complete the form in the following manner:
 i. The parent/guardian must complete the Student Information Section.
 ii. The employer shall complete the Employer's Agreement Section.
 iii. The student's physician must complete the Physical Examination Section.
b. Once the aforementioned sections of the Application are complete and reviewed by the Administrator, the Administrator may complete the School records section.
c. Once the certificate is complete, the student shall sign the section titled "Signature of Minor." The Age and Schooling Certificate shall be issued to the student
d. When the Age and Schooling Certificate is fully executed, the white original shall be sent to the employer and the student may be employed.

It is important to note that the Age and Schooling Certificate issued to the student is employment and employer specific, and as such, a new Application and Age and Schooling Certificate must be submitted and procured respectively for each new different employment opportunity of the student. In addition, at the termination of any previous employment relationship, the Life Skills Center must secure the return of the employer's original Age and Schooling Certificate and a reason for termination which when obtained shall be kept in the student's file at the Life Skill Center.

2. Revocation of the Age and Schooling Certificate

The right of a student to work does not come without responsibility. Vocational training and working are an integral part of the Life Skills Center's educational program; however, academics always come first and a student's employment should never harm his/her educational advancement. The Life Skills Center reserves the right to revoke the student's Age and Schooling Certificate if: the student's academic achievement falls below an acceptable level; the student does not meet the minimum attendance requirement of the Life Skills Center; the student violates the Life Skills Center's Parent/Student Handbook, Code of Conduct, or other School rules, regulations, policies and/or procedures; or the Administrator believes that the employment represented by the Age and Schooling Certificate is jeopardizing the student's education.

XII. Internet Safety Policy

As more fully set forth in the School's Internet Safety Policy attached as Appendix 2 to this Handbook, the use of technology is a privilege and an important part of the School's overall curriculum. The School will, from time to time, make determinations on whether specific uses of technology are consistent with School policies for students and employees of the School but does not warrant that the technology resources will meet any specific requirements of the student or other users, or that it will be error free or uninterrupted.

By signing the Parent/Student Contract Page at the end of the Parent/Student Handbook, the parent and student agree:

- To abide by all School policies relating to the use of technology;

- To release all School personnel from any and all claims of any nature arising from the use or inability to use the technology;
- That the use of technology is a privilege; and
- That use of the technology will be monitored and there is no expectation of privacy whatsoever in any use of the technology.

The parent/student further agrees and understands that the user may have his/her privileges revoked or other disciplinary actions taken against them for actions and/or misuse such as, but not limited to, the following:

- Altering system technology, including but not limited to, software or hardware;
- Placing unauthorized information, computer viruses or harmful programs on or through the computer system in either public or private files or messages;
- Obtaining, viewing, downloading, transmitting, disseminating or otherwise gaining access to or disclosing materials the School believes may be unlawful, obscene, pornographic, abusive, or otherwise objectionable.
- Using technology resources for commercial, political, or other unauthorized purposes since the School technology resources are intended only for educational use;
- Intentionally seeking information on, obtaining copies of, or modifying files, other data, or passwords belonging to other users;
- Disrupting technology through abuse of the technology, including but not limited to, hardware or software;
- Malicious uses of technology through hate mail, harassment, profanity, vulgar statements, or discriminating remarks;
- Interfering with others' use of technology;
- Installation of software without consent of the School;
- Allowing anyone else to use an account other than the account holder; and
- Other unlawful or inappropriate behavior.

The parent and student also acknowledge and agree that he/she is solely responsible for the use of his/her accounts, passwords, and/or access privileges, and that misuse of such may result in appropriate disciplinary actions (including but not limited to suspension or expulsion), loss of access privileges, and/or appropriate legal action.

The parent and student must also know and further agree that:

- Should the user transfer a file, shareware, or software that infects the technology resources with a virus and causes damage, the user will be liable for any and all repair costs;
- The user will be liable to pay the cost or fee of any file, shareware, or software transferred or downloaded, whether intentional or accidental;
- Should the user intentionally destroy information or equipment that causes damage to technology resources, the user(s) will be liable for any and all costs; and
- Violation of this Internet Safety Policy is also a violation of the School Code of Conduct and may result in any other disciplinary action, other than those specifically set forth above, including but not limited to suspension or expulsion.

XIII. Family Education Services (FES)

During each school year, the Life Skills Center will be offering students an opportunity to work with our Family Education Services (FES) Advocate. This FES Advocate will be in the building during normal hours of operation.

FES Advocates provide support to students who are experiencing difficulties. Advocates assist students with learning new behavioral skills, developing self-confidence, becoming more aware of how others see them, etc. Advocates also discuss how to practice new behavior and better understand how to deal with the many problems life presents.

Students may be asked to participate in individual/group sessions held at the Life Skills Center. These sessions will include discussions on attitudes, ideas, behaviors, feelings, and opinions. Participants will have the opportunity to learn new skills and behaviors that may help their personal development and adjustment.

The FES Advocate will keep all information shared by the student confidential except in certain situations in which there are ethical and/or legal responsibility to limit confidentiality. The proper authorities will be notified if the student reveals information about hurting him/herself or another person; if the student reveals information about child abuse; and/or for any other situations that ethically and/or legally compel disclosure.

Please contact the School if you have any questions or concerns or do not wish your student to participate in these sessions.

* * * Please Note * * * should you, the parent/guardian, elect to seek family assistance (*i.e.* counseling, family counseling, case management, etc.) before or during the school year, our FES Advocate can assist with the following:

- Provide a list of community agencies you can contact for service.
- Act as a School liaison between outside agencies and families.
- Provide a starting point for discussing services in the School or community setting.

XIV. Wellness Policy

With the passing of the Child Nutrition and Women, Infants, and Children WIC Reauthorization Act of 2004 by Congress, the School recognizes the role it can play in building nutrition knowledge and skills in students to promote healthy eating and physical activity choices. This law requires local education agencies participating in a program authorized by the National School Lunch Act or the Child Nutrition Act of 1966 to develop a local wellness policy. The Life Skills Center supports student health and wellness in accordance with the Board of Directors Wellness Policy.

XV. Non-Discrimination and Title IX/Section 504 Notice

The Life Skills Center does not discriminate on the basis of race, color, national origin, sex, disability, or age in its programs and activities. The following staff members have been designated to handle inquiries regarding non-discrimination policies; and can advise you on the specific civil rights grievance procedure.

Title IX Coordinator
Director of Human Resources

c/o White Hat Management
159 S. Main St. Suite 600
Akron, OH 44308
330-535-6868

Section 504 Coordinator
Director of Student Services/Special Education
c/o White Hat Management
159 S. Main St. Suite 600
Akron, OH 44308
330-535-6868

* * * NOTICE * * * The Life Skills Center is a community school established under Chapter 3314 of the Ohio Revised Code. The School is a public school and students enrolled and attending School are required to take proficiency tests and other examinations that are prescribed by law. In addition, there may be other requirements for students at the School that are prescribed by law. Students that have been excused from the compulsory attendance laws for the purpose of home education as defined by the Ohio Administrative Code shall no longer be excused for that purpose upon their enrollment at Life Skills Centers. For more information about this matter, please contact the School Administration of the Ohio Department of Education.

Education that fits your life

LIFE SKILLS CENTER

Parent/Student Handbook Contract

2011-2012

Student's Name:

Parent/Guardian's Name:

(If student is under 18 years of age)

I/We have read and understood all of the information contained in the Parent/Student Handbook. I/We agree to abide by and support the Life Skills Center's rules and regulations, **INCLUDING THE CODE OF CONDUCT AND ALL OTHER POLICIES**, as outlined in the Parent/Student Handbook.

We recognize that although this Parent/Student Handbook reflects the current policies of the Life Skills Center, it may be necessary to make changes from time to time to best serve the needs of the Life Skills Center and its students.

Agreed by:

Student's Signature Date

Parent/Guardian's Signature (if student is under 18 years of age) Date

This agreement will be placed into the student's file.

*****Not receiving this signed Agreement will be considered cause for student dismissal.*****



Opt-Out of Ohio Core Waiver Form

By signing below, I acknowledge that my student will not have to meet the Ohio Core graduation requirements, but will have to meet the Life Skills required credits to graduate and complete employability counseling. I further acknowledge that my student may not be accepted to a state 4-year college and may have to attend a community or junior college for at least one semester prior to attending a 4-year college.

Student name	Signature	Date

Parent name	Signature	Date

Life Skills Center Media Release
STUDENT INFORMATION FORM

TO BE COMPLETED BY PARENT, GUARDIAN or ADULT STUDENT:

Please print clearly:

_____ _____
Name of Participating Student Age

School

_____ _____
City/Town/Zip Grade

I/We understand that as part of our child's/my attendance at the Life Skills Center (School), photos, videos, and quotations may be taken for use in publications and reports about the program. I/We further understand that members of the news media invited to cover the program may take photos, videos and quotations.

I/We grant permission to the School and its Board Members, Management Company, employees, agents and representatives to use such materials for the promotion of the program and to use this student's name, photographic likeness, alone or in a group, in any publication, document, TV production, video or to release said name or likeness to any media outlets including, but not limited to, newspapers, magazines or TV stations for publicity and/or recognition purposes and/or to use this student's name and/or photographic likeness, alone or in a group, on the official web site of the School and/or Management Company.

I agree that I and/or my child shall have no right, title, or interest in any photo or videotape covered by this agreement and waive any right to compensation for such use. I release the School, its Board members, the Management Company, employees, agents, representatives and all organizations and individuals related to the School from any and all liabilities or damages that result from the use of this student's name and/or photographic likeness as described above.

_____ _____
Signature of Parent or Guardian Date

- PLEASE FILL OUT THIS FORM CLEARLY AND COMPLETELY.
- PLEASE RETURN THIS FORM TO THE SCHOOL.

Appendix 1

Safe School Policy

Anti-Harassment, Anti-Intimidation, Anti-Bullying, Anti-Gang,
Drug-Free and Weapon-Free School

The Board of Directors of the School prohibits violence including harassment, intimidation, bullying or any gang related activity. The School is a drug-free and weapon-free school, and does not tolerate the above-mentioned behavior whether in the classroom, on school property, or at school-sponsored events, as it is expressly forbidden.

Anti-Harassment, Anti-Intimidation, and Anti-Bullying

Harassing, Intimidation, or Bullying behavior is strictly prohibited, and students who are determined to have engaged in such behavior are subject to disciplinary action, which may include counseling, suspension, or expulsion from school. The school's commitment to address Harassing, Intimidating, and Bullying, however, involves a multi-faceted approach, which includes education and the promotion of a school atmosphere in which this behavior will not be tolerated by students, faculty or school personnel.

It is imperative that Harassing, Intimidating, and Bullying be identified only when the specific elements of the definition are met, because the designation of conduct of such behavior carries with it special statutory obligations. Any misconduct by one student against another student, whether or not appropriately defined as Harassment, Intimidation, or Bullying will result in appropriate disciplinary consequences for the perpetrator.

I. Definition of Terms:

1. "Harassment and intimidation" means any overt act by a student or group of students directed against another student or school personnel, more than once, with the intent to harass, intimidate, injure, threaten, ridicule or humiliate. Such behavior means any written, electronically-transmitted, verbal or physical act taking place on school grounds, at any school-sponsored activity, or on school-provided transportation that a reasonable person under the circumstances should know will have the effect of:

 A. Placing the student in reasonable fear of physical harm or damage to the student's property;

 B. Physically harming a student or damaging a student's property; and/or

C. Insulting or demeaning any student or group of students in such a way as to disrupt or interfere with the school's educational mission or the education of any student.

2. In accordance with Board Policy and with ORC § 3313.666, "Bullying" means any written or verbal expression, or physical act or gesture, or pattern thereof, that is intended to cause distress upon one or more students in the school, on school grounds, in school vehicles, or at school activities or sanctioned events.

 In accordance with this definition, the following factors should be considered before identifying conduct by a student or group of students as Harassment, Intimidation, or Bullying in violation of Board Policy. The determination that conduct does not constitute Harassment, Intimidation, or Bullying under Board Policy, however, does not restrict the right of the School Leader to impose appropriate disciplinary consequences for the student misconduct.

3. In accordance with Ohio Substitute House Bill 19 (the "Tina Croucher Act") violence within a dating relationship that occurs on School property or at School-sponsored events shall be considered a form of harassment, intimidation or bullying and is prohibited under this Policy.

 - Location. Harassment, Intimidation, or Bullying behavior in violation of Board Policy must occur to and from school, on school grounds, at school-sponsored activities or sanctioned events, or in school vehicles. Conduct that occurs away from these places is not Harassment, Intimidation, or Bullying under this Policy. Cyber-Bullying, which is addressed below, may occur at locations away from those mentioned above, but is covered by this Policy and is strictly forbidden by the School.

 - Ridicule, Humiliation, and/or Intimidation. Harassment, Intimidation, or Bullying behavior is marked by the intent to ridicule, humiliate, or intimidate the victim. In evaluating whether conduct constitutes this behavior, special attention should be paid to the words chosen or actions taken, whether such conduct occurred in front of others or was communicated to others, how the perpetrator interacted with the victim, and the motivation, either admitted or appropriately inferred, of the perpetrator.

 3. "Harassment, intimidation, or bullying" also means electronically committed acts (*i.e.*, acts conducted using electronic or wireless communication devices) that a student has exhibited toward another particular student more than once and the behavior both:

 A. Causes mental or physical harm to the other student; and

B. Is sufficiently severe, persistent, or pervasive that it creates an intimidating, threatening, or abusive educational environment for the other student.

4. A "school-sponsored activity" means any activity conducted on and off school property (including school buses and other school-related vehicles) that is sponsored, recognized or authorized by the School Leader, the Board of Directors or the Ohio Department of Education.

5. "Harassment or bullying" will not mean any action that would constitute protected free expression under the First Amendment to the Constitution of the United States.

II. Types of Conduct

Harassment, Intimidation or Bullying can take many forms and can include many different behaviors having an overt intent to ridicule, humiliate or intimidate another student. Examples of conduct can include, but is not limited to, the following behavior, overt acts, and/or circumstances:

1. Verbal, nonverbal, physical or written harassment, bullying, hazing or other victimization that has the purpose or effect of causing injury, discomfort, fear or suffering to the victim;

2. Repeated remarks of a demeaning nature that have the purpose or effect of causing injury, discomfort, fear or suffering to the victim;

3. Unreasonable interference with a student's performance or creation of an intimidating, offensive or hostile learning environment;

4. Physical violence or attacks or both;

5. Threats, taunts and intimidation through words or gestures or both;

6. Extortion, damage or stealing of money, property or personal possessions;

7. Exclusion from the peer group or spreading rumors;

8. Harassment, intimidation or bullying can also include repetitive and hostile behavior with the intent to harm others through the use of information and communication technologies and other web-based/online sites (also known as "cyber bullying"), such as the following:

 - Posting slurs on websites where students congregate or on web-logs (personal online journals or diaries);

- Sending abusive or threatening instant messages;
- Using camera phones to take embarrassing photographs of students and posting them online;
- Using websites to circulate gossip and rumors to other students;
- Excluding others from an online group by falsely reporting them for inappropriate language to internet service providers.

III. Complaint Process – Reporting Prohibited Incidents

1. The complaint process for the Safe School Policy will follow the guidelines established under the School's Complaint Policy and Procedure. In addition, the following information provides further guidance with regards to complaint procedures for violations or suspected violations of the Safe School Policy:

 A. Written and Oral Complaints

 1. The School requires the School Leader or his/her designee to be responsible for receiving complaints alleging violations of this Policy. Students, parents or guardians may file written complaints of suspected harassment, intimidation, or bullying with any school staff member or administrator. A teacher or other school staff member who receives a written complaint will promptly forward it (no later than the next school day) to the School Leader or his/her designee for review and action.

 2. Oral complaints will also be considered official complaints. Students, parents or guardians, and school personnel may make oral complaints of conduct that they consider to be harassment, intimidation, or bullying by verbally reporting to a teacher, school administrator, or other school personnel. A teacher or other school staff member who receives an oral complaint will promptly document the complaint in writing, and will promptly forward it (no later than the next school day) to the School Leader for review and action.

 B. Both written and oral complaints will be reasonably specific as to the actions giving rise to the suspicion of harassment, intimidation, and/or bullying, including person(s) involved, number of times and places of the alleged conduct, the target of

C. Anonymous Complaints

1. Students who make oral complaints as set forth above may request that their name be maintained in confidence by the school staff member(s) and administrator(s) who receive the complaint.

2. The anonymous complaints will be reviewed and reasonable action will be taken to address the situation, to the extent such action may be taken that (1) does not disclose the source of the complaint; and (2) is consistent with the due process rights of the student(s) alleged to have committed acts of harassment, intimidation and/or bullying.

IV. School Personnel Reporting Responsibilities

1. Teachers and Other School Staff Responsibilities

A. Teachers and other school staff, who witness acts of harassment, intimidation or bullying, as defined above, will promptly notify the School Leader or his/her designee of the event observed by filing a written incident report concerning the events witnessed.

B. In addition to addressing both informal and formal complaints, school personnel are encouraged to address the issue of harassment, intimidation or bullying in other interactions with students. School personnel may find opportunities to educate students about harassment, intimidation and bullying and help eliminate such prohibited behaviors through class discussions, counseling, and reinforcement of socially appropriate behavior.

C. School personnel should intervene promptly where they observe student conduct that has the purpose or effect of ridiculing, humiliating, or intimidating another student/school personnel, even if such conduct does not meet the formal definition of "harassment, intimidation, or bullying."

V. Notification to Parents/Guardians

1. If after investigation, acts of harassment, intimidation and bullying by a specific student are verified, the School Leader or his/her designee will notify, in writing, the parent or guardian of the perpetrator of that finding.

2. If after investigation, acts of bullying against a specific student are verified, the School Leader or his/her designee will notify the parent or guardian of the victim of such findings. In providing such notification, care must be taken to respect the statutory privacy right, including those set forth in the R.C. § 3319.321 and the Family Educational Rights and Privacy Act of 1974, 88 Stat. 571, 20 U.S.C. 1232q of the perpetrator of such harassment, intimidation and bullying.

3. To the extent permitted by State and Federal privacy laws, parents or guardians of any student involved in a prohibited incident may have access to any written reports pertaining to the prohibited incident.

VI. Investigation and Documentation of Prohibited Incident

1. The School requires the School Leader or his/her designee to be responsible for determining whether an alleged act constitutes a violation of this Policy. In so doing, the School Leader or his/her designee will conduct a prompt and thorough investigation of all written and oral complaints of suspected harassment, intimidation, or bullying. A written report of the investigation will be prepared when the investigation is complete. Such report will include findings of fact and a determination of whether acts of harassment, intimidation, or bullying were verified. When prohibited acts are verified, a recommendation for intervention, including disciplinary action will be provided. Where appropriate, written witness statements will be attached to the report.

2. When a student making an informal complaint has requested anonymity, the investigation of such complaint will be limited as is appropriate in view of the anonymity of the complaint. Such limitation of investigation may include restricting action to a simple review of the complaint (with or without discussing it with the alleged perpetrator), subject to receipt of further information and/or the withdrawal by the complaining student of the condition that his/her report be anonymous.

VII. Intervention Strategies to Protect Victims

1. When responding to verified acts of harassment, intimidation, or bullying, the School will consider potential strategies to protect victims from additional harassment, intimidation, or bullying, and from retaliation following a report. Potential strategies include:

 A. Supervising and disciplining offending students fairly and consistently;

B. Providing adult supervision during breaks, lunch time, bathroom breaks and in the hallways during times of transition;

C. Maintaining contact with parents and guardians of all involved parties;

D. Providing counseling for the victim if assessed that it is needed;

E. Informing school personnel of the incident and instructing them to monitor the victim and the offending party for indications of harassing, intimidating, and bullying behavior; instructing personnel to intervene when prohibited behaviors are witnessed;

F. Checking with the victim regularly to ensure that there have been no incidents of harassment/intimidation/bullying or retaliation from the offender(s).

VIII. Disciplinary Procedure

1. Verified acts of harassment, intimidation or bullying will result in an intervention by the School Leader or his/her designee that is intended to ensure that the prohibition against harassment, intimidation or bullying behavior is enforced, with the goal that any such prohibited behavior will cease.

2. The School recognizes that acts of harassment, intimidation, or bullying can take many forms and can vary dramatically in seriousness and impact on the targeted individual and school community. Accordingly, there is no one prescribed response to verified acts of harassment, intimidation, and bullying. Disciplinary and appropriate remedial actions for a student or staff member who commits an act of harassment, intimidation or bullying may range from positive behavioral interventions up to, and including, suspension or expulsion.

3. In determining appropriate interventions for each individual who commits an act of harassment, intimidation or bullying (including a determination to engage in either non-disciplinary or disciplinary action, as described below), the School Leader will give the following factors full consideration:

 A. The degree of harm caused by the incident(s);

 B. The surrounding circumstances;

 C. The nature and severity of the behavior;

D. The relationship between the parties involved; and

E. Past incidences or continuing patterns of behavior.

4. When verified acts of harassment, intimidation or bullying are identified early and/or when such verified acts of such behavior do not reasonably require a disciplinary response, students may be counseled regarding the definition of misconduct, its prohibition, and their duty to avoid any conduct that could be considered harassment, intimidation or bullying. Peer mediation may also be used, when appropriate.

5. When acts of harassment, intimidation and bullying are verified and a disciplinary response is warranted, students are subject to the full range of disciplinary consequences. Anonymous complaints that are not otherwise verified, however, will not be the basis for disciplinary action.

 A. In and out-of-school suspensions may be imposed only after informing the accused perpetrator of the reasons for the proposed suspension and giving him/her an opportunity to explain the situation.

 B. Expulsion may be imposed only after a hearing before the School Leader or his/her designee. This consequence will be reserved for serious incidents of harassment, intimidation or bullying and/or when past interventions have not been successful in eliminating such behavior.

 C. The determination that conduct does not constitute harassment, intimidation or bullying under this Policy, however, does not restrict the right of the School Leader or the Board or both to impose appropriate disciplinary consequences for student misconduct.

IX. Semi-Annual Reporting Obligations

1. The School Leader will semi-annually provide the president of the Board a written summary of all reported incidents and post the summary on the School's Website, if one exists. The list will be limited to the number of verified acts of harassment, intimidation and bullying, whether in the classroom, on school property, to and from school, or at school-sponsored events.

X. Dissemination of Policy

1. The School will annually disseminate the Safe School Policy to staff, students, and parents, along with an explanation that the Policy applies to

2. To ensure staff are prepared to prevent and effectively intervene with incidents of harassment, intimidation or bullying, the School has incorporated the information about the Safe School Policy into its employee training programs.

3. Orientation sessions for students will introduce the elements of this Policy. Students will be provided with age-appropriate information on the recognition and prevention of harassment, intimidation or bullying, and their rights and responsibilities under this and other School policies, procedures and rules, at student orientation sessions and on other appropriate occasions. Parents will be provided with information about this Policy, as well as information about other School and school rules and disciplinary policies. This Policy will be stated in student, staff, volunteer and parent handbooks.

XI. Prohibited Gang Activity

Students are prohibited from engaging in gang activities while at School, on school property, to or from school, or at a school related function or event. Any student who violates this Policy will be subject to disciplinary action, up to and including expulsion from School.

The term "gang" is defined as any ongoing organization, association, or group of three or more persons, whether formal or informal, having as one of its primary activities the endorsement of or participation in one or more criminal acts, which has an identifiable name or identifying sign or symbol, and whose members individually or collectively engaged in a pattern of criminal gang activity.

The term "gang activity" is defined as any conduct engaged in by a student:

1. On behalf of a gang;
2. To perpetrate the existence of a gang;
3. To effect the common purpose and design of any gang; or
4. To represent a gang affiliation, loyalty or membership in any way while on school grounds or while attending a school function.

These activities may include things such as recruiting students for membership in a gang and threatening or intimidating other students or staff against his/her/their own will to promote the common purpose and design of any gang.

XII. Drug Free

In accordance with Federal law, the School prohibits the use, possession, concealment or distribution of drugs by students on school grounds, in the school building, on school property, or at school sponsored event to ensure a Drug Free School. Drugs include alcoholic beverages, steroids, dangerous controlled substances as defined by Ohio law, or any substance that could be considered a "look alike." Any student who violates this Policy will be subject to disciplinary action, up to and including expulsion from the School.

XIII. Weapons Free

The School is also a weapons-free school. No student, at any time, for any reason, will knowingly possess, handle, transmit, or use any object, which can be reasonably considered a weapon in or on property of the School or at any School sponsored event held away from school property. Any student who violates this Policy will be subject to disciplinary action, up to and including expulsion from the School.

XIV. General Provisions

This Policy will not be interpreted to prohibit a reasonable and civil exchange of opinions, or debate that is protected by State or Federal law such as the Nondiscrimination, Suspension and Expulsion/Due Process, Violent and Aggressive Behavior, Hazing, Discipline/Punishment, Sexual Harassment, Peer Sexual Harassment and Equal Educational Opportunity acts.

The Complaint process is in effect and all matters will be investigated and resolved in accordance with the steps outlined above and in the Board's Complaint Policy and Procedure.

Appendix 2

Internet Safety Policy

The use of technology is a privilege and an important part of the School's overall curriculum. The School will, from time to time, make determinations on whether specific uses of technology are consistent with School policies for students and employees of the School but does not warrant that the technology resources will meet any specific requirements of the student or other users, or that it will be error free or uninterrupted. The School always reserves the right to monitor and log technology use, to monitor file server space utilization by users, and examine specific network usage (as may be deemed necessary) for maintenance, safety or security of the technology resources or the safety of the user.

It is the policy of the School to: (a) prevent user access over its computer network to, or transmission of, inappropriate material via Internet, electronic mail, or other forms of direct electronic communications; (b) prevent unauthorized access and other unlawful online activity and damage to school resources; (c) prevent unauthorized online disclosure, use, or dissemination of personal identification information of minors; and (d) comply with the Children's Internet Protection Act (CIPA) [Publ. L. No. 106-554 and 47 USC 254(h)].

Access to Inappropriate Material
To the extent practicable, technology protection measures (or "Internet filters") are used to block or filter Internet access to, or other forms of electronic communications containing, inappropriate information. Filtering, or blocking, is applied to visual depictions of material deemed obscene, child pornography, or to any material deemed harmful to minors, as defined by the Children's Internet Protection Act. The filter serves to block minors from accessing inappropriate matter on the Internet and the World Wide Web.

The technology protection measures may be disabled only for bona fide research or other lawful purposes. Disabling technology protection shall only be performed by a member of the White Hat Management Information Technology Team or its designated representatives.

Additionally, it shall be the responsibility of all members of the staff to supervise and monitor usage of the online computer network and access to the Internet and ensure that the same is in accordance with this policy. By using the filter program as well as staff monitoring student use, the School is attempting to provide a safe and secure medium by which students can use the Internet, World Wide Web, electronic mail, chat rooms and other forms of direct electronic communications.

To the extent reasonable, steps are taken to promote the safety and security of users of the School online computer network. Other inappropriate network usage that the School

intends to eliminate includes:

- Unauthorized access, including so-called 'hacking,' and other unlawful activities; and
- Unauthorized disclosure, use, and dissemination of personal identification information regarding minors.

By signing the Parent/Student Contract Page at the end of the Parent/Student Handbook, the parent and student agree:

- To abide by all School policies relating to the use of technology;
- To release all School employees from any and all claims of any nature arising from the use or inability to use the technology;
- That the use of technology is a privilege; and
- That use of the technology will be monitored and there is no expectation of privacy whatsoever in any use of the technology.

The parent/student further agrees and understands that the user may have his/her privileges revoked or other disciplinary actions taken against them for actions and/or misuse such as, but not limited to, the following:

- Altering system technology, including but not limited to, software or hardware;
- Placing unauthorized information, computer viruses or harmful programs on or through the computer system in either public or private files or messages;
- Obtaining, viewing, downloading, transmitting, disseminating or otherwise gaining access to or disclosing materials the School believes may be unlawful, obscene, pornographic, abusive, or otherwise objectionable.
- Using technology resources for commercial, political, or other unauthorized purposes since the School technology resources are intended only for educational use;
- Intentionally seeking information on, obtaining copies of, or modifying files, other data, or passwords belonging to other users;
- Disrupting technology through abuse of the technology, including but not limited to, hardware or software;
- Malicious uses of technology through hate mail, harassment, profanity, vulgar statements, or discriminating remarks;
- Interfering with others' use of technology;
- Installation of software without consent of the School;
- Allowing anyone else to use an account other than the account holder; and
- Other unlawful or inappropriate behavior;

The user also acknowledges and agrees that he/she is solely responsible for the use of his/her accounts, passwords, and/or access privileges, and that misuse of such may result in appropriate disciplinary actions (including but not limited to suspension or expulsion), loss of access privileges, and/or appropriate legal action.

The user must also know and further agrees that:

- Should the user transfer a file, shareware, or software that infects the

- The user will be liable to pay the cost or fee of any file, shareware, or software transferred or downloaded, whether intentional or accidental;
- Should the user intentionally destroy information or equipment that causes damage to technology resources, the user(s) will be liable for any and all costs; and
- Violation of this Internet Safety Policy is also a violation of the School Code of Conduct and may result in any in other scholastic disciplinary action, other than those specifically set forth above, including but not limited to suspension or expulsion.

Definitions
CIPA defines the above referenced terms as follows: A minor is anyone under the age of 17.

"Technology Protection Measure" means a specific technology that blocks or filters Internet access to visual depictions that are:

1. Obscene, as that term is defined in section 1460 of title 18, United States Code;
2. Child Pornography, as that term is defined in section 1226 of title 18, United States Code; or
3. "Harmful to minors" means any picture, image, graphic image file or other visual depiction that:
 a) Taken as a whole and with respect to minors, appeals to a prurient interest in nudity, sex or excretion;
 b) Depicts, describes, or represents, in a patently offensive way with respect to what is suitable for minors, an actual or simulated sexual act or sexual contact, actual or simulated normal or perverted sexual acts, or a lewd exhibition of the genitals; and
 c) Taken as a whole, lacks serious literary, artistic, political, or scientific value as to minors.

"Sexual act" and "sexual contact" have the meanings given such terms in section 2246 of title 18, United States Code.

Appendix 3

FOOD ALLERGY POLICY

The Board of Directors (the "Board") of the School recognizes that peanut and other food allergies may pose a severe or life threatening risk to students. In accordance with Section 3313.719 of the Ohio Revised Code, the Board has adopted this Food Allergy Policy (the "Policy") in consultation with parents, school employees, school volunteers, students and community members to establish procedures for identifying, accommodating and reducing the likelihood of severe allergic reactions among students with known food allergies while at school.

I. PARENT/STUDENT RESPONSIBILITY

A. Parents of students, or students age eighteen (18) or older, with allergies are required to notify the School of any known allergies at the beginning of each school year or upon learning of such allergy if the school year has already begun. Such notice may be provided in response to School enrollment forms completed by the student if over 18 or the student's parent or guardian, or by other acceptable means such as timely, written notice to the School's Administrator or the Board.

B. Parents of students with life threatening allergies must:

1. Ensure that the student has access to emergency medications during School hours, if prescribed;

2. Execute any appropriate forms, including an Emergency Authorization Form, Medication Distribution Form, and/or Food Allergy Action Plan (the "Plan"), as required;

3. Obtain written approval from the students' physician permitting the student to carry and use an epinephrine injector to treat anaphylaxis, if applicable and in accordance with the School's policy on Medication Administration and/or Asthma Inhalers and Other Prescribed Medications; and

4. Cooperate with the School to formulate the Plan, as referenced herein (Section II.A).

5. Provide current emergency contact information and update regularly.

C. Parents are responsible to educate their student about managing his or her allergy at school, including but not limited to:

1. Safe and unsafe foods;

2. Strategies for avoiding exposure to unsafe foods;

3. Symptoms of allergic reactions;

4. How and when to tell an adult that he or she is having an allergy-related problem; and

II. SCHOOL RESPONSIBILITY

A. The School will develop a Plan for students with life threatening allergies.

The Plan must address (1) what actions will be taken to avoid exposure at the School, and (2) what actions will be taken in the event of student exposure. The Plan will be developed through consultation between the student's parents or legal guardians, the recommendations of the student's physician or allergist, and the School. Once created, this Plan will be reviewed and updated by School staff, when appropriate.

B. The School will share the Plan with appropriate School staff. All staff who interact with the student on a regular basis should understand food allergies, be able to recognize symptoms, and should know what to do in an emergency.

C. With the consent of the student's parents or legal guardian, the Plan may provide a mechanism for the School to provide notice to the student's classmates and/or the parents or legal guardian of the student's classmates regarding a life threatening food allergy in the classroom.

D. The School will follow the procedures detailed in its approved Medication Administration Policy and/or Asthma Inhalers and Other Prescribed Medications policy as outlined in the Parent/Student Manual and Board Policy Manual.

FOOD ALLERGY ACTION PLAN

NAME OF SCHOOL: _____

STUDENT'S NAME: _____

DATE OF BIRTH: _____ TEACHER: _____

Asthmatic: ☐ Yes * ☐ No (* High risk for severe reaction)

ALLERGY TO: _____

* * * IMPORTANT NOTICE: In accordance with policy, School staff should NOT administer any medications. Students are permitted to carry and self-administer certain medications, such as epinephrine. School staff should only administer medications in emergency situations, where the student is unable to self-administer , the exigency of the circumstances require immediate action, and treatment is provided in strict accordance with the procedures set forth below.

SIGNS OF AN ALLERGIC REACTION
AND TREATMENT PROCEDURE
[To be completed by physician authorizing treatment]

SYMPTOMS

If a food allergen has been ingested, but there are NO SYMPTOMS	☐ Epinephrine	☐ Antihistamine
MOUTH Itching and swelling of the lips, tongue or mouth.	☐ Epinephrine	☐ Antihistamine
THROAT tightness in the throat, hoarseness, and hacking cough.	☐ Epinephrine	☐ Antihistamine
SKIN Hives, itchy rash, and/or swelling about the face or extremities.	☐ Epinephrine	☐ Antihistamine
GUT Nausea, abdominal cramps, vomiting, and/or diarrhea.	☐ Epinephrine	☐ Antihistamine
LUNG Shortness of breath, repetitive coughing, and/or wheezing.	☐ Epinephrine	☐ Antihistamine
HEART "Thready" pulse, "passing out."	☐ Epinephrine	☐ Antihistamine
OTHER:	☐ Epinephrine	☐ Antihistamine
If reaction is progressive (several of the above areas affected) give	☐ Epinephrine	☐ Antihistamine

DOSAGE

Epinephrine Inject intramuscularly (check one) ☐ EpiPen ☐ Epi-Pen Jr. ☐ Twinject 0.3 ☐ Twinject 0.15mg

CONTACT

1. Emergency Medical Response System (ask for advanced life support) by calling 9-1-1. (state that an allergic reaction has been treated and additional epinephrine may be needed).

2. Parent/Guardian or emergency contacts at listed below.

3. Dr. _____ at _____

EMERGENCY CONTACTS		TRAINED STAFF MEMBERS
1.		1.
Relation:		Room:
Phone:		2.
2.		Room:
Relation:		3.
Phone:		Room:
3.		
Relation:		
Phone:		

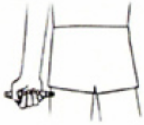
DIRECTIONS

EpiPen® and EpiPen® Jr. Directions

- Pull off gray activation cap.



- Hold black tip near outer thigh (always apply to thigh).



- Swing and jab firmly into outer thigh until Auto-Injector mechanism functions. Hold in place and count to 10. Remove the EpiPen® unit and massage the injection area for 10 seconds.

ONCE EPIPEN® OR TWINJECT™ IS USED,

CALL 911

Take the used, safely repackaged EpiPen unit with you to the Emergency Room.

Plan to stay for observation at the Emergency Room for at least 4 hours.

Twinject® 0.3 mg and Twinject® 0.15 mg Directions



- Remove caps labeled "1" and "2."
- Place rounded tip against outer thigh, press down hard until needle penetrates. Hold for 10 seconds, then remove.



SECOND DOSE ADMINISTRATION:
If symptoms don't improve after 10 minutes, administer second dose:

- Unscrew rounded tip. Pull syringe from barrel by holding blue collar at needle base.



- Slide yellow collar off plunger.
- Put needle into thigh through skin, push plunger down all the way, and remove.



BY: PARENT/GUARDIAN

_____ _____

PRINT NAME DATE

SIGNATURE

BY: STUDENT'S PHYSICIAN

_____ _____

PRINT NAME DATE

SIGNATURE

ATTACHMENT 11

WHLSO-1 OP ID: TB

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 09/26/11

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The O'Neill Group 111 High Street Wadsworth, OH 44281 Tom Van Auker, CPCU, ARM, CIC	330-334-1561 330-336-5697	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A : Cincinnati Insurance Company	10677
INSURED WHLS of Ohio LLC and Subsidiaries 159 S Main Street Akron, OH 44308		INSURER B : General Star National Ins.	
		INSURER C :	
		INSURER D :	
		INSURER E :	
		INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC			EPP 0034108	08/01/11	08/01/12	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $	1,000,000 500,000 5,000 1,000,000 2,000,000 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			EPP 0034108	08/01/11	08/01/12	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $	1,000,000
B	X UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			IUG405135C	08/01/11	08/01/12	EACH OCCURRENCE AGGREGATE	$ $	10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		EPP 0034108	08/01/11	08/01/12	WC STATU-TORY LIMITS X OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $	1,000,000 1,000,000 1,000,000
A	Property			EPP 0034108	08/01/11	08/01/12	Blkt Bldg Blkt PP		10,911,300 7,064,376

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

Master Certificate

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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WHLSO-1 OP ID: TB

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/26/11

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The O'Neill Group 111 High Street Wadsworth, OH 44281 Tom Van Auker, CPCU, ARM, CIC 330-334-1561 330-336-5697	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED WHLS of Ohio LLC and Subsidiaries 159 S Main Street Akron, OH 44308	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Ohio Casualty Insurance — 22659 INSURER B : General Star National Ins. INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC			CBP9885607	08/01/11	08/01/12	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			CBP9885607	08/01/11	08/01/12	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			IUG405135C	08/01/11	08/01/12	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		CBP9885607	08/01/11	08/01/12	WC STATU-TORY LIMITS X OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
A	Property			CBP9885607	08/01/11	08/01/12	Blanket Bldg & PP	34,669,900

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

Master Certificate

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

T. P. Van Auker

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ATTACHMENT 12

CLOSING PROCEDURES

2012-2013

Ohio | Department of Education

Ted Strickland, Governor
Deborah S. Delisle, Superintendent of Public Instruction

Community School Closing Procedures Assurances

The purpose of this document is to assure ODE that a sponsor has followed legally required community school closing procedures in a timely manner. Sponsors must provide and execute a plan for the closure of community schools they sponsor prior to the school closing its doors. Sponsors are required to complete and sign this assurance to ODE that proper notifications occur, records are properly distributed and assets are properly disposed with dates recorded in the cells indicated below including a final FTE review and scheduling of the final state audit within 30 days of closure of the school.

ORC 3314.015 (E) The department shall adopt procedures for use by a community school governing authority and sponsor when the school permanently closes and ceases operation, which shall include at least procedures for data reporting to the department, handling of student records, distribution of assets in accordance with section 3314.074 of the Revised Code, and other matters related to ceasing operation of the school.

ORC 3314.03 (D) The contract shall specify the duties of the sponsor which shall be in accordance with the written agreement entered into with the department of education under division (B) of section 3314.015 of the Revised Code and shall include the following: (6) Have in place a plan of action to be undertaken in the event the community school experiences financial difficulties or closes prior to the end of a school year.

I. Initial Notifications, Student Records and School Records

Date: _____ Notify ODE that the school is closing and send the board resolution or sponsor notice within 24 hours of the action.

Date: _____ Notify the Ohio State Teachers Retirement System and School Employees Retirement System.

Date: _____ The sponsor shall immediately take control of and secure all school records, property and assets when the school closes:

1. Student records shall immediately be put into order and transcript materials produced;

2. A final FTE review shall be requested while student records are on site at the closed school;
2. Student records shall be provided to all resident districts within seven business days of closure of the school as defined in section 3314.44 of the revised code;
3. IEP records shall be provided directly to receiving school special education administrators for all students with disabilities, particularly for students with physical needs or low incidence disabilities.

Date: _____ Notify the school's staff of the decision to close the school:

1. Provide a clear written timeline of the closing process;
2. Ensure that STRS and SERS contributions are current;
3. Clarify COBRA benefits and when medical benefits end;
4. Remind the faculty of their contractual obligation to teach up to the date of closing; and,
5. Ensure that each faculty's LPDC information is current and available to the teachers;
6. Provide sponsor contact person information to all staff;

Date: _____ Notify resident districts and other stakeholders of the decision to close the school:

1. Notify all resident districts, districts providing transportation and parents with a written timeline of the closing process;
 a. Send notifications 30 days prior to planned closures
 b. Send notifications immediately for emergency closures
 c. Notify county courts for court-placed students
2. Provide the reasons for closing and sponsor contact information;
3. Provide parents instructions about enrollment options at other community, traditional public, and nonpublic schools, including contact information;
4. Provide a written procedure with contact information for requesting student records by parents and receiving schools;
5. Notify the Information Technology Center (ITC) and arrange for a method by which all outstanding EMIS data will be reported (note: all fiscal year EMIS data must be submitted even if the school closes

Ohio Department of Education, Office of Community Schools
25 South Front Street, Mail Stop 405, Columbus, Ohio 43215-4183
Telephone (614) 466-7058, Fax (614) 752-5551
www.ode.state.oh.us

prior to the required submission date):

6. Notify the Office of Community Schools to eliminate all SAFE, CCIP and other ODE account logins for personnel associated with the closed school with the exception of designated closing process reporting personnel;

Date: _____ Notify the public:

1. Prepare written press releases for the local media specific to the school that can be disseminated to media and provide name and phone of the school spokesperson

Date: _____ Submit all outstanding Federal Programs and other competitive award FER and APR reports to ODE including Title I using the CCIP

II. Disposition of Assets

Date: _____ **Keep State and Federal assets separated for purposes of disposition. Federal dollars cannot be used to pay state liabilities**. Account for all school property throughout the closing process by distinguishing state from federal dollars:

1. Review the financial records of the school;

 a. Establish the fair market (initial and amortized) value via fixed assets policy, for all fixed assets;
 b. Establish check off list of purchasers with proper USAS codes (599), state codes (001,499), the price of each item and identify the source of funds;
 c. Establish legal authority for payment processes (e.g. checks, cash, credit cards, etc.); and,
 d. Establish disposition plan for any remaining items.
 e. Identify any State Facilities Commission guarantees

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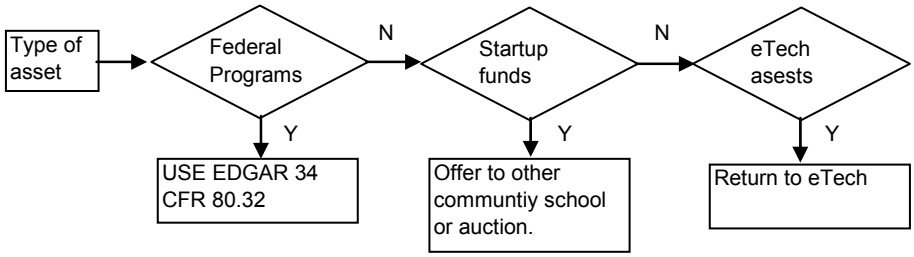
Date: _____ Make disposition of the school's fixed assets:

1. Offer real property acquired from a public school district to that school district's board first at fair market value. If the district board does not accept the offer within 60 days, dispose of the property in another lawful manner below.
2. For Federal Title and other consolidated and competitive funds, follow EDGAR liquidation procedures in 34 CFR 80.32 including disposition for items valued at $5,000 or greater;
3. Current Public Charter School Program (PCSP) grant period assets must first be offered to other community schools with requisite board resolutions consistent with the purpose of the PCSP. If there are no takers, then an auction sale must be held to dispose of the assets along with the state funded assets;

 a. Notify Office of Community Schools, then public media (print media, radio) of the date and location of any property disposition auction;
 b. Follow EDGAR liquidation procedures in 34 CFR 80.32 for items valued at $5,000 or greater;
 c. Refund auction proceeds with correct federal and state program codes listed to the appropriate program with checks payable to, "Treasurer, State of Ohio";
 d. Provide board resolutions and minutes of any transfer of assets with a dollar value of "0" to another school;
 e. Provide OCS with a written report of the property (bill of sale);
 f. Return to eTech (formerly Ohio SchoolNet) hardware and software to be redistributed per statutory requirements to other schools.
 g. Remaining assets purchased from funds prior to the current USDOE award grant period may be offered to any public school district with documented board resolutions by the community school and the accepting district.

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25 South Front Street, Mail Stop 405, Columbus, Ohio 43215-4183
Telephone (614) 466-7058, Fax (614) 752-5551
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Disposition Process



Date: _____ Utilize only state dollars, auction proceeds, foundation dollars and any other non-federal dollars to pay the following in order:

1. STRS/SERS/retirement and other adjustments;
2. Teachers and staff;
3. Audit preparation (prepared financials);
4. Private creditors;
5. Foundation overpayments;
6. Resident school districts pro-rated for students attending the community school.

II. Preparation of Itemized Financials

Date: _____ Review and prepare the following itemized financials:

1. Fiscal-year end financial statements;
2. A cash analysis (taking the previous month's recap and determining the cash balance as of the closing date);
3. A list of compiled bank statements for the year and give to the

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sponsor;

4. A list of investments in paper hard copy format and provide to the sponsor;
5. A list payables and determine when a check to pay the liability clears the bank;
6. A list all unused checks (collect and void all unused checks);
7. A list of any petty cash and provide to sponsor;
8. A list of bank accounts, closing the accounts once all transactions are cleared; and,
9. A list of all payroll reports including taxes, retirement, or adjustments on employee contract.
10. A list of all accounts receivable

Date: _____ Arrange for and establish a date for an independent accounting firm or the Auditor of State to perform a financial closeout audit.

The named sponsor and named school governing authority below have completed the above school closing assurances.

_____ _____
School Name Sponsor Name

_____ _____
Sponsor Representative Date

Please submit to:

Office of Community Schools
25 South Front St., Mail Stop 405
Columbus, Ohio 43215-4183
Fax: 614-752-5551
Email: William.nelson@ode.state.oh.us

Ohio Department of Education Policy and Guidance

Community Schools Guidance Document #2011-4
Effective Date: Ongoing
Updated: March 9, 2011

Community School Closing Procedures and Assurances

FAQs

Objective

To assist community school sponsors and governing boards in understanding the procedures involved in closing a school, the timeline to be followed, and the scope of the requirements that need to be completed.

Statutory Requirements

ORC 3314.015 (E) Oversight of Sponsors; and
ORC 3314.074 Distributing Assets of School Permanently Closed

Definitions

School Closure: means a school has permanently ceased operations, returned its student record folders or copies of such record folders to the home districts, has other records that are in the custody and control of the sponsor and that are further defined within this guidance to support appropriate audits, has assets subject to auction and liquidation, and obligations to be paid from the liquidation of such assets. The governing authority is responsible for the orderly closure of the school.

Sponsor Assurances: means the sponsor has completed the final required steps to effect the closure of the school and submitted the required assurances document to affirm such closure. While the governing authority is responsible for the orderly closure of the school, in those instances where the governing authority is unable or unwilling to exercise its authority, functions, and role, the sponsor will follow the closing procedures in the manner and sequence indicated, assume the role of the governing authority in such circumstances as may be warranted, and file the *Assurance to ODE* document with the Ohio Department of Education in a timely fashion after all of the procedures have been completed.

Guidance

The Community School Closing Procedures and Assurances document is a revised version of an earlier document last modified in 2010. This version contains several new sections and supercedes all previous versions of guidance on the subject.

The following section provides answers to some commonly asked questions regarding community school closing procedures and assurances:

Frequently Asked Questions

1. Question. ODE has provided Community School Closing Procedures and Assurances for a number of years. What is different about this version?

1. Answer. As you examine this document, you will find greater detail offered in defining the category and type of records that need to be secured, segregation of proceeds from the disposition or sale of assets from federal and state funds, and an additional section related to refunds and adjustments to be used in those cases where such refunds may be received long after the school has closed.

2. Question: Our district has operated a conversion community school for the last several years but it is expected to close at the end of the current school year. Can we as the sponsoring district transfer the furniture and equipment back to the district inventory?

2. Answer: No. The furniture and equipment for community schools may have been purchased from several sources, including grant funds. Assets must be disposed according to the tasks listed under Section II, Disposition of Assets, in the accompanying Community School Closing Procedures.

3. Question: What has been the chief issue with school closure during the past several years, and what should sponsors be aware of in approaching the process of school closure?

3. Answer. Many community schools have closed abruptly and left student records in a state of disarray. As a result of continuing public concern about student records, the Ohio General Assembly established Section 3314.44. In their oversight of schools, sponsors have been advised to routinely monitor the actions of school chief administrative officers to ensure that an accurate system of student records is in place. Accurate student records are necessary to ensure that in the event of a school closing, every child will have a complete and accurate permanent record folder of grades and credits as well as a student transcript that can be returned to the resident district. Accurate student record maintenance is necessary so that students can be properly placed in a new school and have a record to establish their eligibility for postsecondary programs, employment, or induction into the military.

4. Question: What role does the fiscal officer play in a school that has been closed for some time?

4. Answer: The fiscal officer plays a key role in the orderly closing of a community school. In fulfilling the obligations detailed in the Ohio Revised Code, the fiscal officer and sponsor are part

of a team responsible for following the procedures in every detail and ensuring that all debts are satisifed in the order prescibed.

5. Question: Are all sponsors required to submit closing assurances for sponsored schools?

5. Answer: Yes. According to ORC 3314.015 (E) The department shall adopt procedures for use by a community school governing authority and sponsor when the school permanently closes and ceases operation, which shall include at least procedures for data reporting to the department, handling of student records, distribution of assets in accordance with section 3314.074 of the Revised Code, and other matters related to ceasing operation of the school. The successful completion of a closing procedure for a defunct school and the filing of assurances are part of the responsibilities that are measured in the Sponsor Performance Review process.

6. Question: When is the deadline for the Community School Closing Procedures - *Assurance to ODE Form* to be submitted to the Office of Community Schools?

6. Answer: Sponsors are requested to submit the *Assurance to ODE Form* within 10 business days of a school closing. If necessary, an updated *Assurance to ODE* may need to be submitted within 30 business days of a school closing when conditions warrant, or in extraordinary situations, over an extended period. In such cases, the sponsor should inform ODE of the need for a revised submission timeline.

ATTACHMENT 13

MANAGEMENT AGREEMENT

THIS MANAGEMENT AGREEMENT ("Agreement") is entered into effective as of this _____day of _____, 2011, by and between STL Warrensville, LLC, a Nevada limited liability company (the "Operator") and Signal Tree Academy Northeast, Inc., an Ohio not-for-profit corporation (the "Corporation"), which is governed by its Board of Directors (the "Board").

WITNESSETH:

WHEREAS, the Corporation is organized as an Ohio nonprofit corporation under Chapter 1702 of the Ohio Revised Code and the Corporation has entered and into a Community School Contract dated _____, 2011 (the "School Contract") with the Ohio Department of Education (the "Sponsor"), pursuant to which the Corporation is authorized to operate a community school under Chapter 3314 of the Ohio Revised Code (the "School").

WHEREAS, the Operator has developed an educational model which it utilizes to manage and operate a unique group of schools as more fully described in Exhibit A attached hereto and incorporated herein by reference (together with any future improvements, alterations or refinements thereto, the "Model"), and provides management services to community or charter schools throughout the State of Ohio and in other states, including educational, managerial, financial and other consulting services.

WHEREAS, the Corporation desires the Operator to provide such requisite management, educational, financial, technology and other consulting services necessary to operate a community school all in accordance with the School Contract; and

WHEREAS, the Operator desires to provide the aforementioned services and other expertise referenced herein.

NOW, THEREFORE, in consideration of their mutual promises and covenants, and intending to be legally bound hereby, the parties hereto agree as follows:

1. Term. This Agreement shall have an initial term of five (5) years, commencing on _____, 2012, and ending on _____, 2017, unless sooner terminated as provided for herein. Thereafter, this Agreement shall automatically renew for two successive five (5) year terms unless one party notifies the other party not less than six (6) months prior to the expiration of the then current term of its intention not to renew this Agreement. In the event that the School Contract is terminated or not renewed for any reason and no similar contract is obtained from the Sponsor or another authorized sponsor, this Agreement shall terminate at the completion of the then-current school year.

2. The School Contract. The Corporation shall be responsible for its own corporate governance and operation in accordance with applicable law. In order to assist the Corporation in carrying out the terms of the School Contract, the Corporation hereby contracts with the Operator to provide the Model and any and all functions, equipment, technology, supplies,

facilities, services and labor relating to the provision of education, management and day-to-day operation of the School as provided for herein.

In providing services required by this Agreement, the Operator must observe and comply with all applicable federal, state and local statutes, and the requirement that the Corporation qualify as a "public benefit corporation" as defined in R.C. § 1702.01(P). The Operator shall be responsible and accountable to the Board for the administration, operation and performance of the School in accordance with the School Contract, except for the Corporation's accounting, financial reporting and audit functions which will be performed by the designated fiscal officer hired by the Corporation at its own expense. If the Corporation appoints the Operator as its designated fiscal officer, the Operator shall provide such accounting, financial reporting and audit functions for no additional cost or fee. The Corporation shall not amend the School Contract in a manner which would materially affect the responsibilities and obligations between the Operator and the Corporation during the term of this Agreement without the Operator's approval.

3. Management Services. The School further contracts with the Operator, to the extent permitted by law, to provide the functions outlined below relating to the provision of educational services and the operation of the School. The Operator will provide the School the following services:

(a) **Objectives for Academic Progress.** The Operator shall report academic progress consistent with the provisions of the School Contract to the Board annually with regular updates provided at Board meetings if so requested by the Board.

(b) **Curriculum Development.**

(i) The Operator shall ensure that its curriculum is aligned with the state standards applicable to the School, and shall monitor and continuously assess the curriculum and standardized testing procedures.

(ii) The Operator shall evaluate and assess the School's accountability system on an annual basis. The Operator may from time to time redefine, modify and/or replace curriculum models and testing procedures.

(iii) The Operator shall annually identify its gifted education and special education plans to the Board consistent with the provisions of the School Contract and shall report to the Board at regular meetings and seek the Board's approval of any material changes or modifications to the programs.

(c) **Professional Development for School Administrators and Teachers.**

(i) The Operator shall establish and maintain on a continuous basis such teacher development programs to define teacher qualifications and performance requirements as the Operator deems appropriate. The Operator shall

similarly implement a professional development program aimed at improving the effectiveness of each teacher's ability to help students' learning, in general.

(ii) The Operator shall coordinate ongoing teacher training with respect to technology; and shall provide training in its methods, curriculum, and programs on a regular and continuous basis.

(iii) Non-instructional personnel shall receive such training as the Operator determines to be reasonably necessary from time to time.

(d) **School Facility and Facility Management.**

(i) The Operator will provide a facility for the School. The Operator intends for the School to initially be located at _____ or such other facility as shall be selected by the Operator and approved by the Board ("School Facility"). During the term of this Agreement, the School Facility shall be used only to carry out the terms and conditions of the School Contract, educational purposes not inconsistent with the School Contract and other uses which do not violate the School Contract, do not conflict with applicable laws, and do not conflict or interfere with the operation of the School or the safety and security of the School and its students.

(ii) The Operator shall be responsible for maintenance, custodial and security services for the School Facility.

(iii) The Operator shall be responsible for making reasonable improvements to the School Facility as needed for the School's operation, safety, health and welfare of the School's students. All upkeep and improvements shall be made in accordance with applicable law and reasonable Sponsor mandates. Said improvements shall be made in a timely and reasonable manner.

(iv) Upon the recommendation of the Operator and subject to approval by the Board, which approval shall not be unreasonably withheld, the Operator may increase or decrease the size of the School Facility or move the School Facility to another location by leasing or purchasing a suitable facility for the School's operations as defined by State and Federal law.

(v) In the event the School Facility or any portion thereof is determined to be or becomes unsafe or otherwise unsuitable for the School's operations to the extent that use thereof must cease immediately, the Operator may relocate some or all of the School operations to another suitable location on a temporary or permanent basis, as required by the circumstances, without first obtaining the Board's approval under (i) above. The Operator shall notify the Board and the Sponsor immediately in the event of any such relocation and shall, in a timely fashion, provide the Board and the Sponsor with reasonable proof that

the alternate location is a suitable facility for the School's operations as defined in the School Contract.

(vi) The Operator shall annually report on changes in the location, physical facility layout and capital improvements involved with the School Facility.

(e) **Equipment, Technology, and Operational Support Services.**

(i) The Corporation shall make all furniture, technology including but not limited to technical infrastructure, hardware and software, equipment, and other personal property currently owned or hereafter acquired by it for use in the operation of the School, available to the Operator throughout the term hereof for continued use in the operation of the School. The Operator shall negotiate the terms of the purchase or lease of any additional furniture, technology, equipment, and other personal property necessary for the operation of the School. The Operator shall purchase or lease all furniture, , and other personal property necessary for the operation of the School which is not provided by the Corporation. The Operator shall design, select, coordinate the purchase of, implement and manage technology used by the School, irrespective of the source of funding. If equipment is purchased on behalf of the Corporation using funding specifically provided by the Corporation pursuant to Section 7(e)(ii), it will be titled in the Corporation's name instead of the Operator's name. However, in no event shall any of the Continuing Fee or any operational grant funds be used for the purchase of Corporation-titled equipment.

(ii) The Operator shall consummate the purchase or lease of the equipment and from the time of the purchase or lease and at all times thereafter, manage and maintain the equipment in proper working order. The foregoing shall not limit the Operator's ability to sell, scrap or dispose of its own equipment which is obsolete, unneeded, excessive, broken or inoperable as determined by the Operator in its sole discretion.

(iii) The Operator shall use commercially reasonable efforts to integrate approved purchased technology with the School's curriculum or provide suitable workaround(s).

(iv) The Operator shall perform initial and ongoing staff and teacher training with respect to the technology and various procedures, including utilization of forms and systems.

(v) The Operator shall provide to the Board as requested, access to the Operator's supply sources (including supply sources of affiliates of the Operator) to obtain centralized purchasing discounts for the School where applicable.

(f) **Management and Management Consulting.** It is the responsibility of the Operator to perform as follows:

(i) Perform day-to-day management of the School, in accordance with the School Contract.

(ii) Provide the Model, curriculum and program development as discussed in this Agreement and the School Contract.

(iii) Perform other consulting and liaison services with governmental and quasi-governmental offices and agencies as are necessary in day-to-day operations of the School or as required by the School Contract;

(iv) Perform advisory services regarding special education and special needs students, programs, processes and reimbursements through the Operator's Special Education Department;

(v) Provide all data information management services, testing, and testing analysis required by law or otherwise deemed necessary or useful by the Operator and provide the same to the Sponsor if required by the School Contract;

(vi) Draft operations manuals, forms (including teacher contracts, applications, enrollment and similar forms), and management procedures, as the same are from time to time developed by the Operator;

(g) **Student Recruitment.** The Operator shall be responsible for the recruitment and enrollment of students subject to the Operator's general recruitment and admission policies. Students shall be recruited and selected in accordance with the procedures set forth in the School Contract and in compliance with all applicable federal, state and local law.

(h) **Rules and Procedures.** The Operator shall propose and the Board shall adopt reasonable rules, regulations and procedures applicable to the School, and the Operator shall be required by the Board to enforce such rules, regulations and procedures at all times. Neither party may unilaterally adopt or impose any rules, regulations or procedures or amendments or supplements to any of the foregoing without the approval by the other party, which approval may be withheld by the other party in its sole discretion.

(i) **Authority.** The Operator shall have the authority and power necessary to undertake its responsibilities described in this Agreement.

(j) **Subcontractors.** The Operator reserves the right to subcontract services to be provided hereunder without the Board's approval; provided that the Operator shall be solely responsible for all costs, expenses and fees associated with such subcontractors.

4. Purchases with Corporation Funds. Any property purchased by the Operator on behalf of the Corporation with the Corporation's funds, such as curriculum materials, books and supplies, and equipment which, by the nature of the funding source, must be titled in the Corporation's name will be the property of the Corporation; provided that the Corporation must fund the purchase of such Corporation-titled assets with grants for that specific purpose or from other funds available to the Corporation. In no event shall any of the Continuing Fee, any separate funds belonging to the Operator or any operational grant funds be used for the purchase of Corporation-titled equipment. The Operator shall permanently mark or tag with a number any property owned by the Corporation in accordance with School policy and keep an inventory of said property.

5. Insurance and School Responsibilities.

(a) **The Operator.** The Operator shall at its expense, maintain such commercial general liability insurance and other insurance required by the School Contract, except the Directors and Officers insurance, which shall be maintained by the Corporation. The limits of the Operator's primary and umbrella insurance policies shall at all times meet or exceed the requirements set forth in the School Contract. The Operator's policies shall name the Corporation and the other parties mentioned in the School Contract as insureds, or as an additional insureds on an Operator policy. A certificate of insurance evidencing such coverages shall be provided upon reasonable request. All such policies of insurance shall be issued by responsible companies of recognized standing authorized to do business in the State, shall be written in standard form, and shall provide that the policies shall not be cancelable except upon (30) days written notice to the Corporation. Upon the Corporation's request, the Operator shall deliver to the Corporation a copy of such policies and other written confirmation acceptable to Corporation, together with evidence that the insurance premiums have been paid.

(b) **The Corporation.** The Board will be responsible for its directors' and officers' insurance, legal fees for the representation of the Board and general corporate matters, accounting, audit, tax and consulting fees for the School and other expenses approved by the Board.

6. Budget.

(a) **Projected Budget.** The fiscal officer shall provide the Board with an annual projected Budget for the Corporation (the "Budget") which shall be submitted prior to the June 30th immediately preceding the next academic year.

(b) **Budget Detail.** The Budget shall contain detail as required for public auditing purposes.

(c) **Approval.** The Budget shall be prepared by the fiscal officer and submitted to the Board for approval, which approval shall not be unreasonably withheld or delayed. The Budget may be amended from time to time at the recommendation of the

fiscal officer and submitted to the Board for approval, which approval shall not be unreasonably withheld or denied.

7. Fees.

(a) **Continuing Fee.** The Corporation shall pay a monthly management, consulting and operation fee (the "Continuing Fee") to the Operator of ninety-six percent (96%) of the Qualified Gross Revenues. As used in this Agreement, "Qualified Gross Revenues" shall mean the revenue per student received by the Corporation from the State pursuant to the Code. Qualified Gross Revenues do not include: student fees, charitable contributions, PTA/PTO income, and other miscellaneous revenue received which shall be retained by the Corporation or PTA/PTO. Federal Title Programs and such other federal, state and local government grant funding designated to compensate the School for the education of its students, including any grants under the American Recovery and Reinvestment Act of 2009 ("Supplemental Revenues") shall be paid to the Operator in full within five (5) business days of receipt of any such Supplemental Revenues by the Corporation. The Continuing Fee shall be paid within five (5) business days of receipt by the Corporation of any Qualified Gross Revenues via electronic funds transfer. The Continuing Fee shall be subject to an annual reconciliation based upon actual enrollment and actual revenue received (including the final month of the term, even though the payment may be made beyond expiration of the term).

(b) **Payment of Costs.** Except as otherwise provided in this Agreement, all costs incurred in providing the Model at the School shall be paid by the Operator. Such costs shall include, but shall not be limited to, compensation of all personnel, curriculum materials, textbooks, library books, technology and other equipment (excluding Corporation-titled equipment), supplies, building payments, maintenance, and capital improvements required in providing the Model. As provided in Section 4, all property purchased by Operator shall remain Operator's sole property at all times.

(c) **Grants.** The Operator, from time to time and with the prior approval of the Board, may apply for available grants in the name of the School that will provide additional funding to the School, aid the Corporation in fulfilling the terms of the School Contract and/or provide additional services and programs to the students. The Board shall not unreasonably withhold or delay approval of any grant application, and shall be deemed to have approved any grant application submitted by the Operator unless it gives specific written objections to the same within ten (10) business days after such submission.

Within five (5) business days following the Corporation's receipt of funds from the applicable funding source the entire amount of such grant funds shall be paid over to the Operator via electronic funds transfer following the presentation of an invoice by the Operator. The Corporation and its designated fiscal officer shall cooperate with the Operator to establish any necessary accounts, authorizations and procedures such that the Corporation shall automatically transfer the funds received from grant funding sources when such funds are immediately available in the Corporation's accounts.

(d) The Board shall cooperate with the Operator to set up and establish necessary accounts and procedures for grant funding. This Section shall survive any expiration or termination of this Agreement until all payments earned prior to the date of such expiration or termination shall have been paid in full.

(e) **Board Funds.**

(i) The Board shall be responsible for paying its fees to its Sponsor plus its own operational expenses and legal, insurance, tax and other professional fees out of the portion of Qualified Gross Revenues retained by the Corporation. The costs and fees relating to any annual Audit by the Auditor of the State of Ohio, special or independent audits shall also be paid by the Board out of such retained funds. The Corporation shall be solely responsible for the purchase and operation of equipment deemed necessary or appropriate by the Board for Board operations which are separate from the day-to-day operation of the School.

(ii) Except for the first school year, after deduction of the Continuing Fee and payment of all costs and fees described in (i) above, the Board shall deposit all remaining revenue into a Supplemental Education Fund established by the Board. The Operator shall propose uses for such funds and the Board shall spend such funds for educational services in the areas of student cultural activities; supplemental tutoring services and other programs in accordance with federal and state grant guidelines. Proposals for use of Supplemental Education Funds by the Operator and or the School Administrator shall be submitted in writing to the Board detailing the purpose of the request, and the time frame for use of the funds. Unless otherwise agreed by the Operator, and except in the first school year, all Supplemental Educational Funds retained by the Governing Authority shall be spent in the fiscal year they are received. Any Supplemental Educational Funds not spent during the fiscal year in which they are received shall be paid over to the Operator at the end of such fiscal year.

(iii) During the time this Agreement is in effect, the Operator shall pay, which payment shall be treated as an advance by the Operator against future revenues of the Corporation and which shall be evidenced by a loan, any properly incurred Corporation expense under the following terms and conditions: (a) a reasonable estimate of the expense is submitted to the Operator by the Corporation and is approved by the Operator, in writing, prior to the expense being incurred; (b) the Corporation has not received funding from any source for the operation of the School sufficient to pay such expense; and (c) such expenses advanced by the Operator as set forth above, shall be payable by the Corporation, in whole or in part, at such time as the Corporation receives revenue to pay the same and carry a cash surplus in its accounts equal to at least three months of reasonably anticipated operating expenses. Such advance shall be evidenced by a promissory note, security agreement and UCC financing statements acceptable to the Operator and the Corporation. In no event shall any such promissory note

provide for recourse against any member of the Board, management of the School or any other third party.

8. Personnel and Training.

(a) **Personnel Responsibilities.** All personnel necessary to implement the Model shall be employed by the Operator and the Operator shall also have the responsibility and authority to determine staffing levels and salaries, and to select, evaluate, assign, discipline, transfer and terminate personnel, consistent with the School Contract and state and federal law.

(b) **School Administrator.** The Operator will have the authority to select and supervise the School Administrator and to hold him or her accountable for the success of the School. The employment contract with the School Administrator and the duties and compensation of the School Administrator shall be determined by the Operator.

(c) **Teachers.** Prior to the commencement of the first school year under this Agreement, and from time to time thereafter, the Operator shall determine the number of teachers and the applicable grade levels and subjects required for the operation of the School. The Operator shall employ teachers who meet all applicable legal requirements and who are qualified in the grade levels and subjects required, as are required by law. The curriculum taught by such teachers shall be the curriculum developed pursuant to Section 3(b) hereof. Such teachers may, at the discretion of the Operator, work at the School on a full or part time basis.

(d) **Support Staff.** Prior to the commencement of the first school year under this Agreement, and from time to time thereafter, the Operator shall determine the number and functions of support staff, qualified in the areas required, as are required for operation of the School and by Ohio Law. Such support staff may, at the discretion of the Operator, work at the School on a full or part time basis.

(e) **Training.** The Operator shall provide training in its methods, curriculum, program, and technology to all teaching personnel on a regular and continuous basis. Non-instructional personnel shall receive such training as the Operator determines as reasonable and necessary under the circumstances.

(f) **Salary and Benefits.** For employees that the Operator provides to the School, the Operator assumes full responsibility and liability for benefits, salaries, worker's compensation, unemployment compensation, and liability insurance.

(g) **Additional Programs.** The services provided by the Operator and the Corporation under this Agreement consist of the educational program during the school year and school day, and for the age and grade level of students as set forth in the School Contract, as such school year, school day, and age and grade level may change from time to time. The Corporation and the Operator may decide to provide such additional programs as may be mutually agreed upon by the Corporation and the Operator. The

foregoing shall not prohibit the Operator from offering other educational services at the School Facility outside of school hours; provided the same do not interfere with the operation of the School.

9. Termination by the Corporation. The Corporation may, at its option, terminate this Agreement upon the occurrence of any of the following events:

(a) The School Contract is not renewed by the Sponsor and no similar contract is obtained with the Sponsor or any other authorized sponsor;

(b) The Operator materially fails to comply with a specific and essential material requirement of this Agreement and the Operator does not cure said failure within 30 days of its receipt of written notice from the Corporation, unless the failure cannot be reasonably cured within 30 days, in which case, the Operator shall promptly undertake and continue efforts to cure said failure within a reasonable time. Notwithstanding the foregoing, in the event that a failure shall be such that it creates an imminent danger to the life of students, parents or others, said failure must be cured immediately upon written notice from the Corporation;

(c) The Operator files for bankruptcy or has a bankruptcy suit filed against it which is not dismissed within ninety (90) days, is insolvent, ceases its operations, admits in writing its inability to pay its debts when they become due or appoints a receiver for the benefit of its creditors;

(d) The Operator fails to maintain the insurance coverages as described above; or

(e) The parties mutually agree in writing to terminate the Agreement.

10. Termination by the Operator. The Operator may, at its option, terminate this Agreement upon the occurrence of any of the following events:

(a) The Corporation fails to make any payment of money due to the Operator hereunder within five (5) days of when due;

(b) If any academic year results in operating deficits, provided that any notice of termination delivered to the Corporation after school opens for education of students for any school year shall not be effective until the end of that academic year;

(c) The Corporation is in material default under any other condition, term or provisions of this Agreement or the School Contract, which default remains uncured for the period of thirty (30) days from the time that the Corporation receives written notice of said default, unless the default cannot be reasonably cured within 30 days, in which case the Corporation shall promptly undertake or continue efforts to cure said material default within a reasonable time;

(d) Any adverse and material change in local, state or federal funding for the Corporation's students; provided that any notice of termination delivered to the Corporation based upon an adverse and material change in funding shall be effective when the funding change goes into effect or such later date as designated by the Operator; or

(e) Any Operator facility that is instrumental to the implementation of the Model or the day-to-day operations of the School is inaccessible so that, in the Operator's reasonable discretion, providing maintenance or continuing of School operations would be unfeasible, uneconomical or impractical, provided that notice of termination is delivered by the Operator to the Corporation promptly (within sixty (60) days) after the occurrence of the event(s) giving rise to such right of termination.

In the event that the Corporation or the Operator elects to terminate this Agreement for any of the aforementioned reasons, then the parties shall continue to perform their respective obligations hereunder, notwithstanding such notice of termination, until the end of the then current academic year.

11. Duties Upon Termination. Upon termination of this Agreement for any reason whatsoever, the Corporation shall immediately pay to the Operator and/or any of the Operator's affiliates any moneys owing to such person or entity. Furthermore, the Corporation shall return to the Operator all such material purchased by the Operator pursuant to Section 3 above. The Operator shall assist the Corporation in any transition of management and operations, including, but not limited to: (i) the orderly transition of all student records and the delivery of Board-owned equipment and material (if any) to the Board, (ii) sending notices to students as reasonably requested by the Corporation at the Corporation's cost, and (iii) at the Corporation's option and cost, delivering student records directly to the students. This Section 11 shall survive any expiration or termination of this Agreement.

12. License. The Operator developed and owns proprietary rights to the Model, the Protected Materials, as defined in Section 13 below, and the "Life Skills Center of Warrensville Heights" name (the "Name"). The Operator hereby grants the Corporation a limited revocable license to use the Model, the Protected Materials and the Name in connection with the School. At such time as this Agreement is terminated or otherwise expires, the license granted herein shall automatically terminate and the Corporation shall: (a) immediately cease use of the Name, the Protected Materials and the Model; (b) immediately begin doing business under and change its corporate name to some name other than the Name, which new name shall not consist in any variation or manner of the word or words "Life Skills Center of Warrensville Heights," used alone or in any combination; and (c) notify the Sponsor, the Department of Education and any other oversight entity of the name change including, but not limited to, the Secretary of State. This Section 12 shall survive any expiration or termination of this Agreement.

13. Proprietary Rights. The copyrights and intellectual property rights for all methods, documents, curricula and materials developed by the Operator during the course of operating the School (collectively, the "Protected Materials") shall constitute the sole and exclusive property of the Operator, and neither the Corporation, the School nor the Board shall

have any right to any of the same either as a "Work Made for Hire" (as such are defined under the U.S. and international copyright laws) or otherwise. The Operator shall exclusively own all United States and international copyrights, trademarks, patents and all other intellectual property rights in said Protected Materials. The Protected Materials may not be used by the Corporation, the School or the Board for any purpose other than strictly within the scope of the license granted under Section 12 above without the prior written consent of the Operator. Immediately upon termination of this Agreement or the Operator's earlier request, the Corporation, the School and the Board shall deliver all originals and copies of the Protected Materials (regardless of the media on which the same is stored) to the Operator and delete all of the same from all databases and other storage media maintained by the Corporation, the School and the Board. This Section 13 shall survive any expiration or termination of this Agreement.

14. Relationship of the Parties. The parties hereto acknowledge that their relationship is that of each party being viewed as independent contractors. No employee, consultant or compensated individual of either party shall be deemed an employee, consultant, or compensated individual of the other party. Nothing contained herein shall be construed to create a partnership or joint venture between the parties.

15. Confidentiality and Non-Disclosure. Without the prior written consent of the other party, neither party will at any time use for its own benefit or purposes or for the benefit or purposes of any other person, corporation or business organization, entity or enterprise, or disclose in any manner to any person, corporation or business organization, entity or enterprise any trade secret, information, data, know-how or knowledge (including but not limited to curricula information, financial information, marketing information, cost information, vendor information, research, marketing plans, educational concepts and employee information) belonging to, or relating to the affairs of a party to this Agreement ("Protected Party") or that the other party received through its association with the Protected Party, whether received prior to the date hereof or hereafter (collectively, "Confidential Information"), unless: (a) the party can show that such information, data or knowledge was known to it prior to the time its association with the Protected Party began, (b) it can show that any such information, data or knowledge has become generally available to the public otherwise than by a breach of this Agreement by the party, or (c) is subsequently disclosed to the party by a third person or entity which is not prohibited from disclosing same by a contractual, fiduciary or other legal obligation to the Protected Party. The existence of the relationship between the parties and any agreements they have entered into or may hereafter enter into also constitute Confidential Information.

Nothing herein shall be deemed to prohibit the parties from disclosing any Confidential Information which a party becomes legally compelled to disclose. Without limiting the generality of the foregoing, in the event that a party becomes legally compelled (by oral questions, interrogatories, requests for information or documents, subpoena, investigative demand or similar process) to disclose any of the Confidential Information, the party covenants to use its best efforts to provide the Protected Party with prompt written notice (not less than forty-eight (48) hours) so that the Protected Party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. In the event that such protective order or other remedy is not obtained, or that the Protected Party waives compliance with the provisions of this Agreement, the party covenants to furnish only that portion of the Confidential

Information which the party is legally required to disclose and will exercise its best efforts to obtain reliable assurance that confidential treatment will be accorded the Confidential Information. Employee information must be reviewed by sponsor. This Section 15 shall survive any expiration or termination of this Agreement.

16. Non-Solicitation. The Corporation hereby agrees that commencing on the date of this Agreement and continuing for a period equal to two (2) years after the termination of this Agreement for any reason, that it will not, and none of its affiliates will directly or indirectly (i) solicit or actively seek to hire any employee of the Operator, or (ii) solicit any personnel employed by the Operator to terminate his or her relationship with the Operator. This Section 16 shall survive any expiration or termination of this Agreement. The period of time set forth in this Section will be extended by the amount of time that the School engages in activity in violation of this Agreement and while the Operator seeks enforcement of this Agreement.

17. Limited Third Party Beneficiaries. The Corporation acknowledges that (a) the Name, some of the components of the Model and some of the Confidential Information referenced in Section 15 above belong to affiliates of the Operator, including without limitation White Hat Management, LLC; White Hat Ventures, LLC; BHA Ohio, LLC; Signal Tree Education, LLC; and WHLS of Ohio, LLC (collectively, "Operator Affiliates"); (b) some of the Protected Materials referenced in Section 13 above may be developed by one or more Operator Affiliates; and (c) some of the employees used in the provision of the Model may be employed by the Operator Affiliates. Accordingly, such Operator Affiliates shall benefit from Sections 13, 14, 15 and 16 above, and the Corporation acknowledges that any Operator Affiliate injured or affected by any breach hereof by the Corporation may enforce this Agreement against the Corporation. Whenever the term "Operator" is used in Sections 12, 13, 14, 15, 16 and 18 of this Agreement, such use shall be deemed to refer to the Operator and all Operator Affiliates collectively. Subject to this section, this Agreement and the provisions hereof are for the exclusive benefit of the Parties hereto and their affiliates and not for the benefit of any third person, nor shall this Agreement be deemed to confer or have conferred any rights, express or implied, upon any other third person. This Section 17 shall survive any expiration or termination of this Agreement.

18. Injunctive Relief / Dispute Resolution.

(a) **Injunctive Relief.** The Corporation acknowledges that the covenants set forth in Sections 12, 13, 15, and 16 above are reasonable and necessary to protect the Operator and its business. If the Corporation engages in any activity in violation of the provisions hereof, the Operator shall, in addition to any other remedies available to it, be entitled to an injunction by any competent court of equity enjoining and restraining the School from continuance of such activity.

(b) **Arbitration.**

(i) Except as otherwise provided in this Section 18, any and all disputes arising under this Agreement shall be determined by binding arbitration to be conducted as set forth in this Section and shall be generally in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The

judgment upon the award rendered in any arbitration hereunder shall be final and binding on both parties hereto.

(ii) All disputes subject to this Section shall be raised by notice to the other party, which notice shall state with particularity the nature of the dispute and the demand for relief, making specific reference by article number and title to the provisions of this Agreement alleged to have given rise to the dispute.

(iii) All disputes subject to this Section shall be heard by a panel of three (3) arbitrators (the "Arbitration Panel"), each of which shall be a member of the American Arbitration Association or another arbitration service, and which Arbitration Panel shall be selected as follows: (a) the Corporation and the Operator shall each promptly (within fourteen (14) days after close of the pleadings) select one (1) neutral arbitrator and promptly notify the other party of said selection. Within five (5) days thereafter the party not selecting said arbitrator may object to and thus remove such arbitrator, one time in its sole discretion and thereafter for cause; and (b) the two (2) arbitrators selected by the parties shall select a third arbitrator to complete the Arbitration Panel. The arbitration proceedings shall take place at a mutually acceptable location in Akron, Ohio within sixty (60) days after the selection of the Arbitration Panel.

(iv) The need for and scope of formal discovery will be determined by agreement of the parties or, if the parties are unable to agree, the Arbitration Panel. The Arbitration Panel will render its opinion/award within thirty (30) days from the date of the hearing. The Arbitration Panel's award will be written and may include findings of fact and conclusions of law. In the event of a formal hearing, each party shall only be allowed a maximum of eight (8) hours to present evidence and/or witnesses.

(v) All costs of the Arbitration and the Arbitration Panel shall be borne equally by both parties.

(vi) Notwithstanding anything else in this Agreement, claims for monies due, for services rendered, costs, grants funds and/or expenses due, may at either party's option, be brought separately in a court of competent jurisdiction or pursued in Arbitration as set forth above. In the event a party pursues claims for monies due in court, all other disputes herein shall be subject to binding arbitration. This Section 18 shall survive any expiration or termination of this Agreement. Such actions for moneys due may be brought without terminating this Agreement.

19. Notices. Any notices to be provided hereunder shall be provided to the Sponsor within 10 days and given in writing with by personal service, mailing the same by United States certified mail, return receipt requested, and postage prepaid, facsimile (provided a copy is sent by one of the other permitted methods of notice), or a nationally recognized overnight carrier, addressed as follows:

If to the Operator, to:	STL Warrensville, LLC 159 South Main Street 600 Key Building Akron, Ohio 44308 Attn: President Facsimile: (330) 762-5037
With a copy to:	John F. Martin Brennan, Manna & Diamond, LLC 75 East Market Street Akron, Ohio 44308 Phone: (330) 253-5060 Facsimile: 330-253-1977
If to the Corporation, to:	Signal Tree Academy Northeast, Inc. _____ _____ Attn: Board President Phone: Facsimile:
With a copy to:	_____ _____ _____ _____

20. Severability. The invalidity or unenforceability of any provision or clause hereof shall in no way affect the validity or enforceability of any other clause or provision hereof.

21. Waiver and Delay. No waiver or delay of any provision of this Agreement at any time will be deemed a waiver of any other provision of this Agreement at such time or will be deemed a waiver of such provision at any other time.

22. Governing Law and Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio and jurisdiction is proper in the County in which the School is situated.

23. Assignment; Binding Agreement. Neither party shall assign this Agreement without the written consent of the other party, which consent shall not be unreasonably withheld or delayed; provided, however, that the Operator may assign this Agreement to a similarly situated and qualified affiliate without the consent of the Corporation so long as an assignment would not invalidate the School Contract. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

24. Independent Activity. All of the parties to this Agreement understand that Operator's business is to operate and manage charter schools throughout the State. As such, the

parties agree that Operator and its affiliates, may operate other charter schools in multiple states including the State of Ohio.

25. Representations and Warranties of the Operator. The Operator hereby represents and warrants to the School as follows:

(a) The Operator is duly organized, validly existing, and in good standing under the laws of the State of Nevada and has the authority to carry on its business as now being conducted and the authority to execute, deliver, and perform this Agreement.

(b) The Operator has taken all actions necessary to authorize the execution, delivery, and performance of this Agreement, and this Agreement is a valid and binding obligation of the Operator enforceable against it in accordance with its terms, except as may be limited by federal and state laws affecting the rights of creditors generally, and except as may be limited by legal or equitable remedies.

(c) The Operator has made, obtained, and performed all registrations, filings, approvals, authorizations, consents, licenses, or examinations required by any government or governmental authority, domestic or foreign, in order to execute, deliver and perform its obligations under this Agreement.

(d) The Operator has the financial ability to perform all of its duties and obligations under this Agreement.

26. Indemnification of the Parties. The Corporation and the Operator (herein referred to as "Party" and/or "Parties") shall indemnify and hold harmless each other and its members, directors, employees, officers and affiliates from any and all claims, demands, actions, suits, causes of action, obligations, losses, costs, expenses, attorney fees, damages, judgments, orders, and liabilities of whatever kind or nature in law, equity or otherwise, arising from any of the following:

(a) A failure of the Party or any of its officers, trustees, directors, or employees to perform any duty, responsibility or obligation imposed by law or by this Agreement or the School Contract; and

(b) An action or omission by the Party or any of its officers, trustees, directors, employees, successors, agents or contractors that results in injury, death or loss to person or property, breach of contract, or violation of statutory law or common law (state or federal).

27. Force Majeure. In the event that the Operator shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of fire or other casualty, acts of God, strike, lockout, labor trouble, inability to procure services or materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war or other reason of a like nature not the fault of the Operator, then such performance shall be excused for the period of the delay and the period for such performance shall be extended for a period equivalent to the

period of such delay. The provisions of this Section shall not operate to excuse the Corporation from prompt payment of any amounts required by the terms of this Agreement.

28. Amendment. This Agreement may not be modified or amended except by a writing signed by each party hereto.

29. Counterparts. This Agreement may be executed in several counterparts, with each counterpart deemed to be an original document and with all counterparts deemed to be one and the same instrument.

30. Captions. Paragraph captions are used herein for references only and are not intended, nor shall they be used, in interpreting this instrument.

31. Integration / Entire Agreement. This Agreement (together with the documents referred to herein) contains the entire agreement between the parties and supersedes all prior agreements between the parties, if any, written or oral, with respect to the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have set their hands by and through their duly authorized officers as of the date first above written.

CORPORATION:

By:_____
Its:_____

OPERATOR:

By:_____
Its:_____

ATTACHMENT 14

TABLE OF ORGANIZATION
ORGANIZATIONAL NARRATIVE

Name of Organization: Signal Tree Academy Northeast, Inc.

The Board has elected to partner with ST Warrensville, LLC, an affiliate of White Hat Management, LLC (hereafter the "Operator") to provide the initial financial, administrative and operational resources necessary to successfully open a community school in the State of Ohio. White Hat is able to provide the initial capital outlay for the School's facilities, equipment and technology. Therefore, the Board will not be solely reliant on the availability of charitable contributions or federal and state grants. As such, prospective students will enter the School as envisioned, with all available equipment, technology, software and curricular materials necessary to accomplish the School's mission. Through its partnership with the Operator, the Board can help ensure that the School is indeed an epicenter where student resources are aligned and connected.

The Operator will manage the day-to-day operations of the School, including facilities management, equipment, purchasing, technology, operational support services (including execution of the educational model), human resources and training, grant management, and financial reporting and compliance. To meet these operational responsibilities, the Operator has access to a team of professionals including accountants, auditors, industry experts, and attorneys who ensure that its' schools are compliant with statutory and contract requirements, fiscally sound, and functioning properly.

The Board's goal will be to ensure that the School engenders public confidence that citizens' money is being well spent. This is one reason why the proposed Board selected the Operator to assist with the financial operations of the School. Schools managed by other affiliates of White Hat have continually met sponsor and state auditor requirements. This is an indication that the Operator will implement sound fiscal policies and internal controls, adhere to the requirements of community school agreements and other contracts, and comply with all applicable federal, state, and local laws and regulations.

Ohio schools managed by affiliates of White Hat and who elected to use White Hat's fiscal officer performed financial officer services were the first community schools to receive the prestigious Certificate of Achievement for Excellence in Financial Reporting ("CAFR") from the Government Finance Officers Association of the United States and Canada. The CAFR is a designation that the annual financial reports prepared by White Hat for those schools achieved the highest standards in government accounting and financial reporting.

As set forth above, the School will ultimately be governed by the Board and then operated by the Operator and its staff. The Operator will report directly to the Board. The Operator will be accountable for providing sufficient, timely and accurate information to the Board on financial operations, effectiveness of internal controls, facility and capital improvements, and compliance with other aspects of the management agreement between the Board and Operator.

Financial Arrangements with Management Company

As previously stated, the School will contract with an affiliate of White Hat Management, LLC, the Operator. The proposed Management Agreement is provided as Attachment 13.

The contract will require the School to remit a continuing fee as described therein. In return, the Operator will provide all costs incurred in providing the educational program and day-to-day operation of the school. Such costs shall include, but not be limited to, required staffing, educational programs, technology, advertising, insurance, facility rent and improvements, occupancy costs, training, supplies, books, capital expenditures and other educational and day-to-day management related items. In addition, the Operator will assume all financial risks associated with the day-to-day operations of the School and will hold reserves necessary to cover these risks. The School and the Board will bear no responsibility for these financial risks and as such will never face the possibility of not being able to meet its obligations financially.

The School's Governing Board takes its responsibility of insuring that the school is accountable for every level (financial and academic) very seriously and has given great consideration to its decision to hire the Operator. The Operator will be responsible for all development and day-to-day operational expenses of the school. The Operator is also responsible for spending all the up-front capital required to renovate or develop any school facility, hire and train school staff and purchase or lease requisite school equipment prior to the first day of school and prior to any per pupil funding being received. These upfront costs typically exceed a million dollars and are completely borne by the operator. Accordingly, having this arrangement with the management company prevents the Board from the necessity of entering into any loans or having to rely on substantial charitable donations to open, both of which can be extremely difficult to get for any start-up entity with no operating history and without personal guarantees of any School Board member. We believe the strong processes of the management company, illustrated by their past fiscal and educational success provide a great starting point, and shows that the management company can play a key role in overall financial and educational accountability that is satisfactory to the state and local over sight entities such as the Auditor of State's office and the Department of Education.

Under the terms of the Management Agreement with the School, the Operator will indemnify the School and members of its Board against any liability, obligation, or costs resulting from any unforeseen revenue deficits or other contingency, such as less than anticipated enrollment. Additionally, the company has agreed to accommodate the School for its expenses in the absence of any revenues from planned funding sources. The financial risk associated with operating the School is placed solely on the operator.

The Board will have no responsibility for any of the capital or operating costs of the School; the percentage of revenue retained by the Board is intended to cover solely the expenses of operating the Board including, but not limited to, legal fees, insurance for Directors and Officers, meeting costs, accounting, audit and banking fees for the Board's activities, public notice fees and other incidental expenses the Board may incur. Furthermore, the Operator will advance the funds necessary to meet the Board's financial obligations in the absence of per pupil revenue or other related revenue sources. The Operator will forego any repayment of this advance until such time as the operating proceeds of the School permit repayment without detriment to the School or the board.

It is expected that the School would be able to survive if the management agreement were terminated because the School would continue to receive 100% of the revenue with no further percentage being remitted to the operator.

Adding to the economic and operational strength of the School is the fact that the operator provides a full complement of educational management and School operations services. Such services include, but are not limited to, general operations management, board relations, facilities management, human resources management, financial reporting and compliance, purchasing and procurement, education services, technology support and marketing and communications.

Following is a brief description of each or the departmental services that will be provided to the School on a continuous basis by the Operator:

Board Relations

Provides support and assistance with all Board and Authorizer matters, including, but not limited to, scheduling of Board/Authorizer meetings, preparation, and distribution of all Board/Authorizer documentation. The Board Relations staff is responsible for working with Board Counsel to maintain non-profit corporate documentation as well as information, minutes, and public notices for Board meetings. The Board Relations department assists with School reporting and various communications between the individual Board Members, the management company, legal counsel and the Authorizer.

Facilities Management

Provides extensive research and demographic analysis of potential School sites, lease negotiations, landlord communications, and management of School construction and permits required to open and operate the School. Once the School is open, the Facilities group will be responsible for the daily operation and maintenance of the School facility.

Human Resources

Human Resources is responsible for a wide array of personnel services for all School employees. These include:

- ***Recruiting*** – Opportunities to develop a rewarding, satisfying professional life and career.
- ***Staffing*** – Provides School with organizational charts, job descriptions and staffing level requirements to aid in the hiring and organizing of new employees. The Human Resources staff also consults with current employees about employment questions and concerns.
- ***Professional Development*** – Develops, provides and monitors on-going professional development initiatives for all School employees.
- ***Policies and Procedures*** – The School will receive complete personnel policies and procedures handbooks prepared by leading professionals in the employment law field. These handbooks help the School comply with the very latest state and federal laws, and are specifically tailored to meet the needs of today's modern educational environment.
- ***Benefits*** – Provides a full complement of benefits services to employees. We have been able to leverage our growing employee base to negotiate excellent health care benefits for all School and corporate employees at a fraction of the normal cost.

Financial Reporting and Compliance

Maintains all financial records in accordance with State of Ohio policies. This will include:

- Complete School accounting services (payables, payroll, general ledger).
- Preparation of all financial statements.

- Ensuring compliance with state budget and reporting requirements.
- Creating and monitoring budgets.
- Auditing internal records and assisting with audit preparation.
- Procuring computers, supplies, software and other items at significant discounts by leveraging our ability to reduce costs by consolidating purchasing activities.
- Insurance and risk management services.

Grants Management

The Grants Management group will assist the School with government program administration. The Schools have typically received entitlement funds under the Elementary and Secondary Education Act (ESEA) as revised under the No Child Left Behind Act (NCLBA). They will also help to prepare other state and federal educational grant applications as needed. Such service will include the following specific funding-related services:

- Researching, writing and submitting federal and state grant proposals.
- Securing entitlement funds under the Elementary and Secondary Education Act (ESEA) – Title I, Title IIA, Title IID, Title IV and Title V.
- Securing federal funding for special education programs under the Individuals with Disabilities Education Act (IDEA).
- Developing and monitoring programs to ensure full compliance with all relevant statutes and regulations.

Educational Services

The Educational Services group provides direct oversight of the educational process, including curriculum alignment, development and evaluation. Specific areas associated with Educational Services include:

- ***Special Education*** – This dedicated team of specialized individuals, who have made a career of special education, will oversee the special education assessment and delivery of a successful program, and will work directly with the Local School District and the Charter School Institute special education services team to provide a successful and compliant program.
- ***Testing and Analysis*** – Provides administration and oversight to the standardized testing process, including the collection, analysis and dissemination of all test related data. Such analysis provides insight into curriculum evaluation and instructional improvement.
- ***Family Education Services*** – Provides the oversight for the social support services available to all students, family and faculty members. Reviews and develops partnerships with external social agencies, and develops community outreach programs.

Technology Support

Provides the overall technical assistance for hardware and software support at the School, and relevant training to the employees. They also maintain and monitor the secure environment of the technology infrastructure of the School. As part of technology support, a staff of engineers and technicians, who are actively certified in an around-the-clock "help desk" that prides itself in being able to respond and rectify order tickets within a twenty-four hour timeframe.

Marketing and Communications

This group assists the School in developing a detailed public relations and marketing campaign. They provide market research and analysis for developing strategies for current advertising markets and media including print, broadcast and interactive media. The graphics department develops and produces School-related pamphlets, brochures and other various printed materials.

In order to ensure that an "arm's length performance-based relationship exists between the Governing Authority and the Operator, the Board will receive various reports on performance of the School containing data regarding: enrollment, attendance, academic performance, financials (including but not limited to, balance sheets, income statements, budget reports, etc.), parent/student satisfaction, withdrawals, suspensions, and dismissals. When provided with this data, it will be possible for the Board to assess the performance of the School under the management of the Operator.

History and Experience of the Operator and its Affiliates

As stated above, the School plans to contract daily operational management with the Operator for a full complement of education management and school operation services, including general operations management, human resources, financial reporting, student data, and reporting to state education authorities for numerous K-8 Schools in Ohio.

The foundation of the remarkable success of White Hat and its affiliates is the impressive collective experience, expertise and educational background of personnel. White Hat and its affiliates provide its clients with a wealth of resources attributable to their diverse and competent workforce. These entities also provide their schools with the most up-to-date educational services available. This ongoing research, monitoring and management of resources directly result in our students receiving the very best for their educational program. The following are brief summaries of the wealth of education and experience that clients of White Hat and its affiliates an benefit from as we serve our students together.

Education & Curriculum

Operator has access to personnel who are top in their respective fields. The members of the education team include licensed and certified educators at all academic levels, from B.A. to Ph.D. This wealth of experience includes:

- A former state university Department Head
- A certified Superintendent who formerly served a large school district
- An Ed.D. in Curriculum Development
- An M.A. in Education Curriculum & Instruction
- Multiple staff members who are members of the Association of Supervision & Curriculum Development (ASCD)
- Former educators, principals and administrators with varying backgrounds
- Educated and experienced support staff, and

- Licensed Social Workers (Family Advocates) to provide service and support to the child and his/her family.

These education professionals are dedicated to creating and/or recommending curricula based on volumes of research and years of testing, ensuring that all curricula are fully aligned with state and national standards. They are continually re-evaluating teaching methods, especially those which incorporate specially designed electronic curricula that integrates all levels of academic coursework. They also work to provide high-quality professional development opportunities for administrators and teachers.

Special Education

Special education professionals ("Intervention Specialists") used by the Operator are all certified and maintain standards in the schools that comply with all applicable federal and state laws and subscribe to the principles of the "No Child Left Behind Act" 20 USCS § 6301 which ensure the academic success of every child. Special education students are integrated directly into the mainstream classroom, while still receiving necessary modifications, accommodations and/or services to meet special needs.

The White Hat's Director of Special Education has managed K-8 schools in Ohio, holds a Master's degree in Special Education, is certified in Reading & Learning Disabilities, has taught K-12 and university courses, has served on the State Advisory Board for the Department of Education, and conducts workshops for the Department of Education Special Education Resource Center. This leadership and expertise results in the most current and relevant professional development opportunities and resources for the special education staff at all schools managed by affiliates of White Hat.

Information Technology

In order to support the state-of-the-art computer delivery system and work stations in the Life Skills Centers, the Operator will provide an IT support staff consisting of IT professionals holding a wide range of certifications including Novell, Groupwise, Microsoft, Cisco, A+ and Canon. The leaders of the team hold degrees in Applied Business, Computer Science, and Business Administration and have sixty (60) years of collective experience. The IT team supports the vast array of systems, networks, voice and data communication hardware and software, and computers and technologies in the schools.

Finance & Funding

In order to support the fiscal operations of the managed schools, the Operator will have access to Certified Public Accountants and Certified School Treasurers. White Hat's Controller is a former Audit Manager for the State Auditor, and their Director of Financial Reporting worked as a Manager for two of the top four CPA firms in the country. To maximize financial resources for their schools, White Hat assists charter schools with government program administration. The Grants and Funding team used by the Operator manages numerous grant programs for all of their schools.

Social Work and Family Services

In the area of social work, intervention and family therapy, the Operator will offer a compassionate, experienced staff serving as the Family Education Services Department (FES or "Family Advocates"). Due to the myriad socioeconomic factors that hinder the success of the at-risk population of students, it is imperative that these issues are resolved and resources are provided for this resolution.

Human Resources

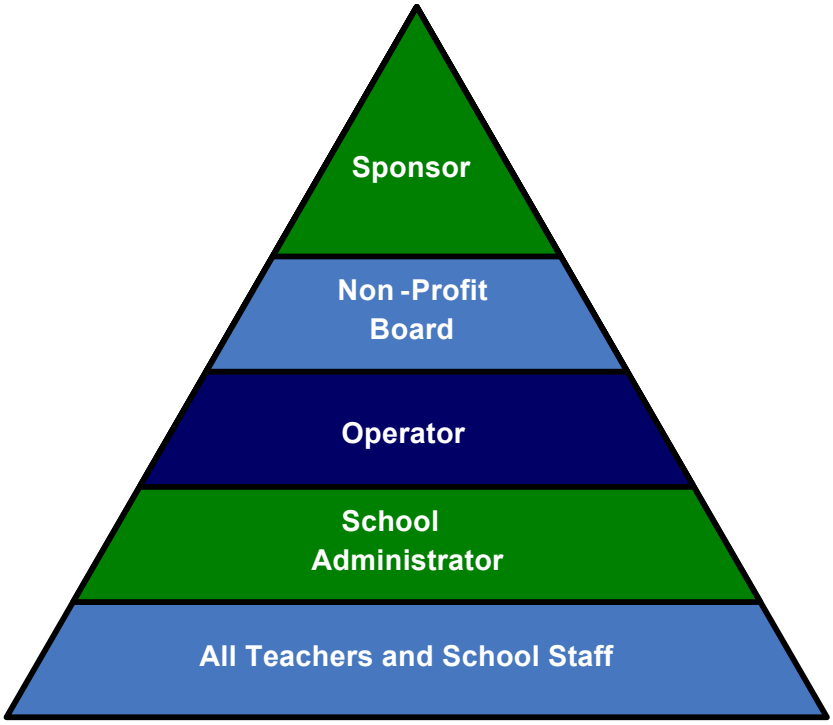
The Human Resources Department is a cohesive team dedicated to serving our exceptional staff in each of our locations. With 42 years of combined business and human resources experience, our team assists in the daily administration of staff recruitment, benefits, new hire processing, employee relations, certification and legal compliance, and other employee-related matters. White Hat's team consists of former HR professionals from the fields of banking, newspaper publishing, manufacturing, and technical recruitment to give us a broad scope of experience from which to draw to best serve our employees.

Leadership

White Hat Management was founded on the principle that a quality education is the right of every individual and that it is this education that will allow an individual to reach his/her full potential academically, professionally, vocationally and personally. White Hat is served well the its leadership team as well as visionaries and pioneers in educational leadership. See www.whtiehatmgmt.com for additional details on these leaders.

The entire workforce at White Hat Management is dedicated to the mission of providing a quality education for all students in the schools they service. These passionate individuals use their education, experience and expertise for the sole purpose of serving the School Board, which in turn serves the School, which in turn serves the true clients --- the students.

The School will ultimately be governed by the Board and then operated by the Operator and School staff. This hierarchical relationship is illustrated in the following graph:



The Operator will report directly to the Board. The Operator will be accountable for providing sufficient, timely and accurate information to the Board on financial operations, effectiveness of internal controls, facility and capital improvements, and compliance with other aspects of the management agreement between the Board and Operator.

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